GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!,* a menu-driven database system. The INTERNET address for GSA *Advantage!* is http://www.gsaadvantage.gov

CONTRACT NUMBER: GS-35F-0598S

CONTRACT PERIOD: September 1, 2016 through August 31, 2021

PRICELIST CURRENT THROUGH: Modification 308 dated February 4, 2021

For more information on ordering from this Federal Supply Schedule contract, please visit: www.gsa.gov/schedules

CONTRACTOR: Alamo City Engineering Services, Inc.
3463 Magic Drive, Suite 137
San Antonio TX 78229
Tel: 210-386-7340
Fax: 305-422-6396
Web: www.aces.bizh

POC: Randall Stephens
randall.stephens@aces.biz

BUSINESS SIZE: HUBZone, Service-Disabled Veteran-Owned Small Business

TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

Special Item No. 33411	**Purchase of New Equipment**
Special Item No. 811212	**Equipment Maintenance**
Special Item No. 511210	**Term Software Licenses**
Special Item No. 511210	**Perpetual Software Licenses**
Special Item No. 54151	**Maintenance of Software as a Service**
Special Item No. 541519CDM	**Continuous Diagnostics and Mitigation (CDM) Tools**
Special Item No. 611420	**Training Courses**
Special Item No. 54151S	**Information Technology Professional Services**
Special Item No. 54151ECOM	**Electronic Commerce and Subscription Services**
Special Item No. ANCILLARY	**Ancillary Supplies and/or Services**

SPECIAL ITEM NUMBER 33411 PURCHASE OF NEW EQUIPMENT

Purchase of New Equipment - SUBJECT TO COOPERATIVE PURCHASING - Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition I/O devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of ADP equipment and installation of telephone equipment. Included are:

Boards, Cables, Desktop Computers, Digital Cameras, Display, Monitors, Drives/Storage Devices, Equipment for Physically Challenged, IT Support Equipment, Laptop/Portable/Notebook Computers, Large Scale/Mainframe Computers, Media Memory, Microcomputer Control Devices, Modems, Graphic Related Equipment, MP3 Devices, Networking, Optical Imaging Systems, Optical Recognition I/O Devices, Other Communications Equipment, Other I/O and Storage Devices, PDAs, Power Protect, Printers, Professional Workstations, Projectors, Scanners, Servers, Speakers, Video Cards, Web Cams, Airborne Radar Equipment, Broadcast Band Radio, Microwave Radio Equipment, Radio Navigation Equipment/Antennas, Radio Transmitters/Receivers, Airborne, Satellite Communications Equipment, Two-Way Radio, Telephone Equipment, Audio and Video Teleconferencing Equipment, Communications Security Equipment, Facsimile Equipment, Telephone Answering and Voice Messaging, Pagers and Public Address Systems and Misc. Communication Equipment

Note: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. Applicable EPEAT- registered products are available at the Bronze level or higher.

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers

Professional Workstations

Servers

Laptop/Portable/Notebook Computers

Large Scale Computers

Optical and Imaging Systems

Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers

Display

Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens

Network Equipment

Other Communications Equipment

Optical Recognition Input/Output

Devices

Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas

Broadcast Band Radio Transmitters/Receivers/Antennas

Microwave Radio Equipment/Antennas and Waveguides Satellite Communications Equipment

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 33411 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 811212 - MAINTENANCE OF EQUIPMENT

Maintenance of Equipment, Repair Services and/or Repair/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING - Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment. SubSin categories include:
• Repair Parts/Spare Parts
• Repair Service
• Third Party Maintenance

FPDS Code J070 - Maintenance and Repair Service

Maintenance

Repair Service

SPECIAL ITEM NUMBER 511210 - TERM SOFTWARE LICENSES

Term Software License - SUBJECT TO COOPERATIVE PURCHASING Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance.

Software Maintenance as a product is billed at the time of purchase.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software

Application Software

Microcomputers

Operating System Software

Application Software

Communications Software

NOTE: Software interfaces, if any, may be located at http://www.core.gov.

SPECIAL ITEM NUMBER 511210 - PERPETUAL SOFTWARE LICENSES

Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING - Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics. Subsin categories include: Ancillary Financial Systems Software, Application Software, Communications Software, Core Financial Management Software, Electronic Commerce (EC) Software, Large Scale Computers, Microcomputers, Operating System Software, Special Physical, Visual, Speech, and Hearing Aid Software.
Provide specific information and Utility Software. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance as a Service. Software Maintenance as a product is billed at the time of purchase.

SPECIAL ITEM NUMBER 54151 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 541519CDM – CONTINUOUS DIAGNOSTICS AND MITIGATION (CDM) TOOLS

Continuous Diagnostics and Mitigation (CDM) Tools support the Department of Homeland Security (DHS) CDM Program. The hardware and software products and associated services under this SIN undergo a DHS product qualification process in order to be added to the CDM Approved Products List (APL). The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training.

The 5 subcategories CDM capabilities specified under this SIN are;

Manage "What is on the network?": Identifies the existence of hardware, software, configuration characteristics and known security vulnerabilities.

Manage "Who is on the network?": Identifies and determines the users or systems with access authorization, authenticated permissions and granted resource rights.

Manage "How is the network protected?": Determines the user/system actions and behavior at the network boundaries and within the computing infrastructure.

Manage "What is happening on the network?": Prepares for events/incidents, gathers data from appropriate sources; and identifies incidents through analysis of data.

Emerging Tools and Technology: Includes CDM cybersecurity tools and technology not in any other subcategory.

SPECIAL ITEM NUMBER 611420 - TRAINING COURSES (FPDS Code U012)

Includes training. NOTE: This SIN can only be used to offer Information Technology Training Courses.

      FSC/PSC Class U012 Education/Training

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING - Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.

> FPDS Code D301 IT Facility Operation and Maintenance
>
> FPDS Code D302 IT Systems Development Services
>
> FPDS Code D306 IT Systems Analysis Services
>
> FPDS Code D307 Automated Information Systems Design and Integration Services
>
> FPDS Code D308 Programming Services
>
> FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or
>
> Other Information Services (All other information services belong under Schedule 76)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NUMBER 54151ECOM ELECTRONIC COMMERCE AND

SUBSCRIPTION SERVICES:

Electronic Commerce and Subscription Services – SUBJECT TO COOPERATIVE PURCHASING - Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

FPDS Code D304 Value Added Network Services (VANs)

FPDS Code D304 E-Mail Services

FPDS Code D304 Internet Access Services

FPDS Code D304 Navigation Services

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

SPECIAL ITEM NUMBER No. ANCILLARY ANCILLARY SUPPLIES AND/OR SERVICES

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

33411	Purchase of New Equipment
811212	Maintenance of Equipment
511210	Term Software License
511210	Perpetual Software License
54151	Maintenance of Software as a Service
541519CDM	Continuous Diagnostics and Mitigation (CDM) Tools
611420	Training Courses
132-51	Information Technology Professional Services
132-52	Electronic Commerce Services and Subscription Services
ANCILLARY	Ancillary Supplies and/or Services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN:

See Descriptions and Pricing Matrix (below).

1c. HOURLY RATES (Services only):

See Descriptions and Pricing Matrix (below).

2. MAXIMUM ORDER THRESHOLD:

33411	$500,000
811212	$500,000
511210	$500,000
511210	$500,000
54151	$500,000
541519CDM	$500,000
611420	$25,000
54151S	$500,000
54151ECOM	$500,000
ANCILLARY	$150,000

NOTE TO ORDERING ACTIVITIES: If the best value selection places your order over the applicable Maximum Order Threshold, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the Contactor for a better price. The Contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER THRESHOLD: $100.00 for all SINs

4. GEOGRAPHIC COVERAGE: Domestic and Overseas delivery

5. POINT(S) OF PRODUCTION: Please contact the Contractor as the Production Point varies by Manufacturer

6. DISCOUNT FROM BEST MARKET RATE: GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.

7. QUALITY DISCOUNT(S): None

8. PROMPT PAYMENT TERMS: Net 30

9. GOVERNMENT PURCHASE CARDS:

9a. Government Purchase Cards shall be accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards may be accepted above the micro-purchase threshold. Please contact the Contractor for more information.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY:

33411	30 days after Receipt of Order
811212	30 days after Receipt of Order
511210	30 days after Receipt of Order
54151	30 days after Receipt of Order
541519CDM	30 days after Receipt of Order
611420	14 days after Receipt of Order
54151S	Negotiated with the Ordering Activity at the Task Order level
54151ECOM	30 days after Receipt of Order
ANCILLARY	Negotiated with the Ordering Activity at the Task Order level

11b. EXPEDITED DELIVERY: Negotiated with the Ordering Agency at the Task or

Delivery Order level

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact the Contractor for Overnight and

2-day rates.

11d. URGENT REQUIRMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination

13a. ORDERING ADDRESS:
Alamo City Engineering Services, Inc.
3463 Magic Drive
Suite 137
San Antonio TX 78229
Tel: 210-386-7340
Fax: 305-422-6396

13b. ORDERING PROCEDURES: Ordering Activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements

(BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS:
Alamo City Engineering Services, Inc.
3463 Magic Drive
Suite 137
San Antonio TX 78229
Tel: 210-386-7340
Fax: 305-422-6396

15. WARRANTY PROVISION: The Manufacturer's standard commercial warranty applies. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 3463 Magic Drive Suite 137 San Antonio TX 78229

16. EXPORT PACKING CHARGES: None

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Please contact the Contractor for additional information

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): Not Applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): Not Applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): Not Applicable
21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): Not Applicable

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): Not Applicable

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

24b. SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT): Varies by Manufacturer

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 023601987

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an active registration in the System for Award Management (SAM) database.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE

COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such

services are listed below, or in the price schedule:

Products are self-installable unless otherwise noted

b.   INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a- 276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and   exceeds $2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or SIN 132-9.

c.   OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered   for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at   no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a.   Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the   contract's commercial pricelist will apply to this contract.

The manufacturer's warranty applies to the end user.

b.   The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor   will not be liable to the ordering activity for consequential damages resulting

from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Per manufacturer of particular product.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within any distance of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

2.   MAINTENANCE ORDER

a.   Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b.   The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c.   Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days   from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d.   Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e.   Cross-year Funding within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f.   Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3.   REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a.   Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b.   When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4.   LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5.   SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1)   In order to determine that the equipment is in good operating condition, the equipment shall be subject   to inspection by the Contractor, without charge to the ordering activity.

(2)   Costs of any repairs performed for the purpose of placing the equipment in good operating condition   shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or   maintenance responsibility prior to the effective date of the maintenance order.

(3)   If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

a.   Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such   equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b.   Subject to security regulations, the ordering activity shall permit access to the equipment which is to   be maintained or repaired.

c.   If the Ordering Activity desires a factory authorized/certified service personnel then this should be   clearly stated in the task or delivery order.

7.   RESPONSIBILITIES OF THE CONTRACTOR

a.   For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b.   If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for   the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the   Contractor.

8.   MAINTENANCE RATE PROVISIONS

a.   The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as   are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b.   REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity are indicated below: No discounts available

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by an ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a)   If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b)   When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d.   LABOR RATES

(1)   REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering

activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2)   AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After-Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3)   SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After-Hours repair service rates, as applicable, shall apply.

ACES does not offer repairs, contact the manufacturer for more information

10.   REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated , at a discount of   % from such listed prices.

11.   GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a.   REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of **See manufacturer's warranty**.

b.   REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of

        See manufacturer's warranty.

12.   INVOICES AND PAYMENTS

a.   Maintenance Service

(1)   Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
(2)   Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b.   Repair Service and Repair Parts/Spare Parts
Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above.

PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1.   INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract.   The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance.   The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the   condition of the software, unless the change is due to the defect in the software.

2.   ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3.   GUARANTEE/WARRANTY

a.   Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b.   The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4.   TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **see manufacturer's support number.**

5.   SOFTWARE MAINTENANCE

a.   Software maintenance as it is defined: (select software maintenance type) :

1.   Software Maintenance as a Product (SIN 511210 or SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help
libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2.   Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on- line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b.	Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**6.	PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)**

a.	The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b.	Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c.	Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d.	Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e.	Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.

**7.	CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

a.	The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b.	Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c.	The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d.	The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to% of all term license payments during the period that the software was under a term license within the ordering activity.

8.   TERM LICENSE CESSATION

a.   After a software product has been on a continuous term license for a period of   (not applicable) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to   the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual   license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment   which continues to be available for software that is initially ordered under this contract, until a fully paid-up   perpetual license accrues to the ordering activity. However, should the term license of the software be   discontinued before the specified period of the continuous term license has been satisfied, the perpetual license   accrual shall be forfeited.

Each separately priced software product shall be individually enumerated, if different accrual periods apply   for the purpose of perpetual license attainment.

b.   The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such   services. Title to the software shall remain with the Contractor.

9.   UTILIZATION LIMITATIONS - (SIN 511210, SIN 511210, AND SIN 54151)

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the ordering activity, commercial computer software and related documentation so   legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless   otherwise specified.

(2)   Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level   or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed   at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For   ordering activity public domain databases, user agencies and third parties may use the computer program to   enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction,   agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are   permitted access to the computer programs and documentation in connection with the user ordering activity's   permitted use of the computer programs and documentation. For purposes of this section, all such permitted   third parties shall be deemed agents of the user ordering activity.

(3)   Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and   agents of the ordering activity who have the ordering activity's permission to use the licensed software and   documentation at the facility, and who have agreed to use the licensed software and documentation only in   accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)   The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5)   "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10.   SOFTWARE CONVERSIONS - (SIN 511210 AND SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another.
Under a perpetual license (13233), the purchase price of the new software shall be reduced by the amount that   was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued   while the earlier version was under a term license shall carry forward and remain available as conversion   credits which may be applied towards the perpetual license price of the new version.

11.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12.   RIGHT-TO-COPY PRICING

Not applicable

RELATIVITY END USER LICENSE TERMS
1.   General Terms. Relativity is a software manufacturer and subcontractor to various GSA Multiple Award Schedule (MAS) Contractors (each a "Prime Contractor"). Pursuant to a purchase order awarded to a Prime Contractor by a Government Ordering Activity, defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be amended from time to time ("Licensee"), Relativity grants the Prime Contractor a limited, non-exclusive license for the sole purpose of transferring such license- to the Licensee on a non-exclusive, non-sub-sublicensable, non-transferable, basis and as described in each purchase order.

The purchase order will indicate whether Licensee's license ("License") for the Relativity software products ("Software") may be deployed and used: (i) on a perpetual basis ("Perpetual License"), or (ii) for one (1) year subscription terms, for up to a total of five (5) years ("Subscription License"). Licensee's use of the Software shall be subject to the terms herein and may only be used and deployed by the

governmental department or agency identified in the purchase order (sometimes referred to herein as the "Licensee" and/or "Licensee end user group").

Relativity will provide the applicable warranties, support and training services described herein directly to the licensee end user group, including remote deployment assistance for the Software and Relativity's related user manuals and other applicable documentation.

2. **Relativity Perpetual License with Concurrent Users and Unlimited Relativity Analytics.** If the purchase order identifies the License as a Perpetual License with Concurrent Users and Unlimited Relativity Analytics:

- "Concurrent Users" means the number of individuals (including licensee's systems and support administrators) who are accessing the Software simultaneously at any time. The licensee will not be able to exceed the licensed number of Concurrent Users.

- Initial Fee and Annual Support Fees. Licensee shall be invoiced the applicable initial fee ("Initial Fee"), as set forth in the authorized GSA MAS Contract, for the designated number of Concurrent Users, upon the effective date of the purchase order. The Initial Fee for the Perpetual License shall include the Maintenance and Support Services, as provided below. Licensee may continue to receive the Maintenance and Support Services for the Software for up to four (4) additional years if licensee elects to pay the fee for the Maintenance and Support Services ("Annual Support Fee") for the designated number of Concurrent Users.

- Additional Concurrent Users and Fees. Licensee may, by issuing an additional purchase order to the applicable Prime Contractor, add additional Concurrent Users in 10 Concurrent User increments to the number of licensed Concurrent Users for the authorized GSA MAS Contract prices. If Licensee licenses one (1) or more 10 Concurrent User Add-On Pack(s), the Maintenance and Support Services will be included for such additional 10 Concurrent User Add-On Pack(s) for a period of 12-months from the effective date of the applicable purchase order. If Licensee licenses any 10 Concurrent User Add-On Pack(s) commencing on any day other than the then existing annual due date for the Annual Support Fees ("Existing Annual Payment Date") for the existing Concurrent Users: (a) the first Annual Support Fee for the applicable 10 Concurrent User Add-On Pack(s) will be prorated from the conclusion of the initial 12-month period to the next Existing Annual Payment Date, and (b) Licensee shall be invoiced the Annual Support Fees for the 10 Concurrent User Add-On Pack(s) on the Existing Annual Payment Date, if Licensee elects to renew such Maintenance and Support Services for the existing Concurrent Users and any additional 10 Concurrent User Add-On Pack(s). For the sake of clarity, Licensee will not be permitted to continue the Maintenance and Support Services for any 10 Concurrent User Add-On Pack(s) if Licensee elects to terminate the Maintenance and Support Services for the existing Concurrent Users.

- Unlimited Relativity Analytics. Licensee's Perpetual License permits Licensee to use an unlimited amount of Relativity Analytics in Licensee's Production Instance.

- Included Processing Workers and Data Grid Nodes. Based on the number of Concurrent Users selected by Licensee, a corresponding number of Processing Workers and Data Grid Nodes are included with Relativity Review, and Licensee is licensed to use up to that number of Processing Workers and Data Grid Nodes at any time without additional fees. The number of Processing Workers and Data Grid Nodes is detailed in the "PRODUCT NUMBER" column. For example, if Licensee has a Perpetual License for 25 Concurrent Users, Relativity Review will include 1 Processing Worker (i.e. 1P) and 2 Data Grid Nodes (i.e. 2DG). Alternatively, if Licensee has a Perpetual License for 500 Concurrent Users, the Relativity Review license will include 15 Processing Workers (i.e. 15P) and 15 Data Grid Nodes (i.e. 15DG).

- Single Production Instance; Testing and Back-Up. The Perpetual License allows the Licensee end user group to: (a) deploy a single production instance of the Software on the licensee's Computer Network ("Production Instance"), (b) deploy one (1) other instance of the Software for testing, limited to five (5) Concurrent Users, and (c) deploy one (1) other instance of the Software for back-up and disaster recovery purposes.

- General Annual Maintenance Notes. At the end of the 5th year of the Perpetual License, provided the Annual Support Fees are kept current: (a) licensee will lose access to Major Releases, Minor Releases, Minor Updates, Critical Patches, the Maintenance and Support Services, and any other Relativity support services, and Relativity reserves the right to require an upgrade fee and an increase in the Annual Support Fee which includes Major Releases, Minor Releases, Minor Updates, Critical Patches, and the Maintenance and Support Services for an additional five (5) years; and (b) Relativity may increase the amounts of any other fees that are charged on annual basis, project basis, or an hourly basis.

3. **Relativity Subscription License with Concurrent Users and Unlimited Relativity Analytics.** If the purchase order identifies the License as a Subscription License with Concurrent Users and Unlimited Relativity Analytics, Licensee may deploy and use the Software for up to five (5) years, subject to the terms below:

- "Concurrent Users" means the number of individuals (including Licensee's systems and support administrators) who are accessing the Software simultaneously at any time. The Licensee will not be able to exceed the licensed number of Concurrent Users.

- Annual Subscription Fees. Licensee shall be invoiced the applicable initial "Annual Subscription Fee," as set forth in the authorized GSA MAS Contract for the designated number of Concurrent Users, upon the effective date of the purchase order. Licensee may continue to deploy and use the Software for up to four (4) additional years by paying the Annual Subscription Fee for the designated number of Concurrent Users on or before the annual anniversary of the initial purchase order ("Existing Annual Payment Date"), subject to the terms and conditions of the GSA MAS Contract. The Maintenance and Support Services, as provided below, shall be included in the Annual Subscription Fee.

- Additional Concurrent Users and Fees. Licensee may, by issuing an additional purchase order to the applicable Prime Contractor, add additional Concurrent Users in 10 Concurrent User increments to the number of licensed Concurrent Users for the authorized GSA Schedule prices. If Licensee licenses any 10 Concurrent User Add-On Pack(s) commencing on any day other than the Existing Annual Payment Date: (a) the Annual Subscription Fee for the 10 Concurrent User Add-On Pack(s) will be prorated from the effective date of the purchase Order until the next Existing Annual Payment Date, and (b) Licensee shall be invoiced the Annual Subscription Fee for the 10 Concurrent User Add-On Pack(s) on the Existing Annual Payment Date, as applicable.

- Unlimited Relativity Analytics. Licensee's Perpetual License permits Licensee to use an unlimited amount of Relativity Analytics in Licensee's Production Instance.

- Included Processing Workers and Data Grid Nodes. Based on the number Concurrent Users selected by Licensee, a corresponding number of Processing Workers and Data Grid Nodes are included with Relativity Review, and Licensee is licensed to use up to that number of Processing Workers and Data Grid Nodes at any time without additional fees. The number of Processing Workers and Data Grid Nodes is detailed in the "PRODUCT NUMBER" column. For example, if licensee has a Subscription License for 25 Concurrent Users, Relativity Review will include 1 Processing Worker (i.e. 1P) and 2 Data Grid Nodes (i.e. 2DG). Alternatively, if licensee has a Subscription License for 500 Concurrent Users, the Relativity Review license will include 15 Processing Workers (i.e. 15P) and 15 Data Grid Nodes (i.e. 15DG).

- Single Production Instance; Testing and Back-Up. The Subscription License allows the Licensee end user group to: (a) deploy a single production instance of the Software on the licensee's Computer Network ("Production Instance"), (b) deploy one (1) other instance of the Software for testing, limited to five (5) Concurrent Users, and (c) deploy one (1) other instance of the Software for back-up and disaster recovery purposes.

4. **Relativity Add-On Products.** Relativity also offers Licensees the option to license additional suites or products of separate functionality ("Add-On"), which require a separate payment or

subscription fees pursuant to the authorized GSA Schedule, to be used in conjunction with the Licensee's license to use Relativity. See Schedule A attached hereto for additional terms and conditions pertaining to such Add-Ons.

5. **Supported Software**. Standard Technical Support, as defined below, is included: (a) under the Subscription License, as part of Annual Subscription Fee in the authorized GSA Schedule, and (b) under the Perpetual License for the Initial Fee and thereafter for the separate Annual Support Fees for up to four (4) additional years (each the applicable "Support Period"), subject to the following provisions. Relativity will provide the Standard Technical Support for the applicable Support Period; provided, each time Relativity issues a new Release, Relativity will continue to provide Standard Technical Support for the superseded Release for a period of at least eighteen (18) months ("Sunset Support Period") from the date when the superseded Release originally became generally available, except as otherwise provided herein. The word "Release," for purposes of this agreement, means a Major Release or a Minor Release, whichever is later. Relativity will also provide Standard Technical Support for Minor Updates issued under the latest Release; however, issuing Minor Updates does not start a new Sunset Support Period for those Minor Updates. If Relativity issues Releases for different Software products (including Add-Ons) on different schedules, then Relativity may apply the term "Release" herein on a product-by-product basis. In such case, Relativity may modify the existing Sunset Support Period and start a new Sunset Support Period beginning with a new Release of such product to maintain compatibility with Relativity Review and/or align with the Relativity Review Release cycle.

6. **Major Releases, Minor Releases; Minor Updates, and Critical Patches**. Major Releases, Minor Releases, Minor Updates, and Critical Updates are included: (a) under the Subscription License, as part of the Annual Subscription Fee, and (b) under the Perpetual License with the Initial Fee and for a separate Annual Support Fee for up to four (4) additional years, subject to the provisions below.

- "Major Releases" are less frequently scheduled releases of modified versions of the Software that include upgrades, new application functionality, and/or significant technological advancements compared to the last Major Release. Relativity may consider cumulative improvements provided in Minor Releases since the last Major Release in determining whether the overall upgrades, new application functionalities, and/or significant technological advancements justify designation of a new Major Release. A Major Release can be distinguished by having one primary digit in the release number (e.g. Version 9.0).

- "Minor Releases" are scheduled releases of modified versions of the Software created to correct defects and/or provide improvements in existing architectural and business features. Relativity may limit Minor Releases to modifying the Release of the Software. A Minor Release can be distinguished by having two digits in the release number (e.g. Version 9.1).

- "Minor Updates" are modified versions of the Software that are issued on a more frequent regular basis than Minor Releases, and include minor enhancements and/or corrections of defects. If Relativity issues Minor Updates on a regular monthly basis, Relativity may call them "Monthly Updates." Relativity may limit Minor Updates to modifying the latest Major or Minor Release. A Minor Update can be distinguished by having a third digit or longer string of digits in the release number (e.g. Version 9.2.2 or 9.3.237.3).

- "Critical Patches" are unscheduled releases of changes to the Software that Relativity will provide, if necessary, to address security issues or catastrophic or mission critical defects. Each time Relativity issues a new Release, Relativity will continue to provide Critical Patches for the superseded Release for a period of at least eighteen (18) months from the date when the superseded Release originally became generally available, except as otherwise provided herein. A Critical Patch can be distinguished by having a third digit or longer string of digits in the release number (e.g. Version 9.2.2 or 9.3.237.3).

- Relativity may make available suites or products of new functionality that may be licensed as an Add-On option to any existing Software and require a separate payment or subscription fees. Add-ons are **not** included unless specified in the original purchase order.

7. Maintenance and Support Services and Licensee's Designated Application Support Administrators. Relativity provides the Standard Technical Support, Major Releases, Minor Releases; Minor Updates, and Critical Patches (collectively the "Maintenance and Support Services") directly to the Licensee end user group's Designated Application Support Administrators on file with Relativity's Client Support Team in accordance with this License. Relativity may limit the number of Licensee's Designated Application Support Administrators consistent with Relativity's general guidelines. Licensee may update the contacts as needed by sending an email to support@relativity.com. Licensee will route all end-user calls and emails seeking support or maintenance through its Designated Application Support Administrators to Relativity's Client Support Team for resolution. Licensee must use reasonable efforts to (a) escalate support issues within licensee's Designated Application Support Administrators, and (b) minimize uncoordinated support requests by different Designated Application Support Administrators regarding the same issue.

8. Standard Technical Support. Relativity Standard Technical Support covered by this agreement includes:

- **Diagnosing and correcting Errors**. Relativity will: (i) assist licensee in diagnosing Errors in the Software; and (ii) provide technical services to licensee and/or take other actions to attempt to provide Corrections of diagnosed Errors. For the purposes of this agreement: (1) "Error" means an error, defect, or malfunction in the Software or a mistake in the Documentation that prevents one or more material functions of the Software or the end user's use thereof from functioning in substantial conformance to the Documentation; and (2) "Correction" means a change or enhancement respecting such functions of the Software or the Documentation that reestablishes or maintains substantial conformity between the Software and the Documentation.

- **Documentation for licensee to install all Major Releases, Minor Releases, Minor Updates, and Critical Patches.** Relativity will make electronic documentation ("Documentation") available to licensee's Designated Application Administrators via the Relativity customer portal.

- **Product announcements and company information.** Relativity will send notifications to licensee's Designated Application Administrators via email.

- **Electronic-based documentation.** Relativity will make electronic documentation available to licensee via the Relativity website at https://relativity.com/support/.

9. Excluded Support. Relativity reserves the right to charge for support and training services not covered by the License. Examples of maintenance and support services not covered by the License (but which may be available for additional fees payable within thirty (30) days after billed) include:

- Administrator, infrastructure, analytics, or end user training sessions
- Project management and/or professional service
- Licensee requested enhancements and features
- Emergency onsite support (onsite support outside the protocol of standard support requests)
- Environment trouble shooting issues not associated with Relativity's Software
- Trouble shooting problems with data not formatted per Relativity's standard load file specifications
- Case or data migration to or from the Software
- Translations from English to other languages

10. Warranty. The warranty period ("Warranty Period") is free for: (i) each year of the Subscription License for up to five (5) years, and (ii) for the first year of a Perpetual License, and available

for up to four (4) additional years if the licensee elects to pay the Annual Support Fees each year. If during the Warranty Period the licensee notifies Relativity and demonstrates that the Software does not perform substantially in conformance with the Relativity's Documentation, Relativity shall use commercially reasonable efforts to materially cure such non-conformance, as promptly as commercially practicable and at Relativity's expense (including parts and labor), whether by providing the services described above, or repairing or replacing the Software or any of its parts and components, subject to the provisions below. The warranties and services herein: (a) are limited to the Software alone; (b) do not apply in case of any problems arising from any combination or operation of the Software with other software, components, or equipment not provided by Relativity; and (c) shall be void if non-conformance or problems result from accident, abuse, misapplication, modifications to the Software not made or authorized in writing by Relativity, or any use other than the specific purpose for which the Software is designed. Relativity does not warrant that the Software, its functions, or results of using the Software, will be suitable for licensee's intended use, or that the operation of the Software will be uninterrupted or Error-free, or that the Software will be secure from unauthorized access or hacking. The express warranties made herein are in lieu of, and to the exclusion of, all other warranties, conditions or representations of any kind, express or implied, statutory or otherwise, relating to the Software or services. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELATIVITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SOFTWARE FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES OR OTHER OBLIGATIONS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ALL SUCH WARRANTIES, CONDITIONS AND REPRESENTATIONS ARE EXCLUDED FROM THIS AGREEMENT AND WAIVED TO THE FULLEST EXTENT NOT PROHIBITED BY LAW.

11. **Proprietary Rights.** RELATIVITY AND ITS THIRD PARTY VENDORS OWN AND SHALL CONTINUE TO OWN THE ENTIRE TITLE AND INTEREST IN AND TO ALL INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS RELATED TO THE SOFTWARE, AND ALL MODIFICATIONS, ENHANCEMENTS, UPDATES, AND DERIVATIVE WORKS, and any suggestions, ideas, enhancement request, feedback, recommendations or other information provided by licensee or any other party relating to the Software. Nothing in this License, or the negotiation or performance thereof, shall be construed as transferring to licensee or any other party any intellectual property or other proprietary rights of Relativity or its third party vendors. This License is not intended to, and does not, convey any license, by implication, estoppel or otherwise, under any patent, copyright or other intellectual property not expressly granted hereunder. All rights not expressly granted to licensee are reserved by Relativity. LICENSEE SHALL RETAIN, PRESERVE, AND NOT COVER-UP OR OBSCURE, ANY TRADEMARK, TRADE NAME, COPYRIGHT NOTICE OR OTHER PROPRIETARY NOTICE ON ANY TRAINING MANUALS OR OTHER DOCUMENTATION PROVIDED BY RELATIVITY AND ON ANY COPY OR PORTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, SOFTWARE MERGED INTO ANOTHER PROGRAM (PROVIDED, NO SUCH MERGER IS PERMITTED UNLESS EXPRESSLY ALLOWED UNDER THIS AGREEMENT). THE LICENSE IS LIMITED TO THE INSTALLATION AND EXECUTION OF OBJECT CODE COPIES OF THE SOFTWARE. THIS LICENSE DOES NOT INCLUDE SOURCE CODE. All Software and documentation that are provided to licensee are provided with restricted rights as contained herein. All use, duplication and/or disclosure by licensee of such Software and documentation is subject to FAR 52.227-19, "Commercial Computer Software - Restricted Rights", as applicable. Notwithstanding anything to the contrary in FAR 52.227-19, or any other such provision, licensee MAY NOT in any fashion modify, combine with other software products, reproduce and/or distribute, other than as specifically permitted by these terms, any Software or documentation. The Software and documentation are "commercial items" as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1, 227.7202-3 and 227.7202-4 (June 1995), the Software and documentation are licensed hereunder (i) only as a commercial item, and (ii) with only those rights as are granted pursuant to the terms and conditions herein.

12. **Other License Restrictions.** Licensee shall keep and use the Software only within the United States. Except as expressly permitted in this agreement, licensee shall not, directly or indirectly (through any other party), during the applicable term or thereafter, engage or permit any other person or party to copy, reverse engineer, decompile, disassemble, modify, translate, or make any attempt to discover

the source code of, or create Derivative Works from, the Software. "<u>Derivative Works</u>" means every translation, portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted. "Derivative Works" includes derivative technology and any materials derived from existing trade secret material, including materials protected by copyright, patent and/or trade secret, and all documentation and software of Relativity and its vendors. If at any time, licensee or anyone else makes any modification to the Software, whether authorized or unauthorized, such modification shall be considered Derivative Works and owned by Relativity or its applicable third party vendor.

13.   Limitations of Liability. IN NO EVENT WILL RELATIVITY, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DATA, GOODWILL OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, PROBLEMS WITH THE SOFTWARE, OR ANY BREACH OF RELATIVITY'S WARRANTIES OR OBLIGATIONS, EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE OR RELATIVITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; LICENSEE WAIVES, RELEASES AND AGREES NOT TO ASSERT ALL SUCH CLAIMS. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, RELATIVITY'S AGGREGATE TOTAL LIABILITY UNDER ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (INCLUDING BUT NOT LIMITED TO STATUTORY, TORT, STRICT LIABILITY, WARRANTY, INDEMNITY, CONTRIBUTION, AND CONTRACT THEORIES) WILL BE LIMITED TO: (i) TERMINATION OF THE LICENSE IF RELATIVITY FAILS TO CURE A DEFECT OR OTHER PROBLEM WITH THE SOFTWARE OR RELATIVITY'S SUPPORT WITHIN THIRTY (30) DAYS AFTER RECEIVING WRITTEN NOTICE OF THE PROBLEM AND REASONABLE COOPERATION BY THE LICENSEE IN RELATIVITY'S EFFORTS TO CURE, AND (ii) IN SUCH CASE OF TERMINATION, A REFUND OF THE FEES RECEIVED BY RELATIVITY, PRORATED TO REFLECT THE PERIOD DURING WHICH THE LICENSEE WAS UNABLE TO USE THE SOFTWARE BEFORE THE TERMINATION OCCURRED AND ANY FEES PREPAID FOR ANY PERIOD FOLLOWING THE TERMINATION (USING A FIVE (5) YEAR AMORTIZATION PERIOD TO PRORATE PREPAID FEES FOR A PERPETUAL LICENSE).

14.   Other Provisions. This agreement shall be governed by and interpreted in accordance with United States federal law. Under no circumstances will the "Uniform Computer Information Transactions Act," the American Law Institute's "Principles of the Law of Software Contracts," as model laws or as adopted in any jurisdiction, or the United Nations Convention on Contracts for the International Sale of Goods, or similar acts, laws and conventions have any bearing on the interpretation or enforcement of this agreement and the parties hereby elect to opt out of all such acts, laws and conventions.

SCHEDULE A TO RELATIVITY END USER LICENSE AGREEMENT

(Relativity Add-On Products)

RELATIVITY PROCESSING WORKERS.

In addition to the Processing Workers included with Relativity Review (as set forth above), Licensee may, by issuing an additional purchase order to the applicable Prime Contractor, add licenses for additional Processing Workers ("Extra Processing Workers") on an annual basis or on a temporary basis. If Licensee elects to add any annual Extra Processing Workers, the fee per annual Extra Processing Worker is based on the total number of Processing Workers licensed at the time of the addition of the annual Extra Processing Worker (with any Processing Workers included with Relativity Review counted towards the number of total Processing Workers).

If Licensee elects to license a Processing Workers for a temporary period, the fee for the temporary Extra Processing Workers covers Licensee's use of the temporary Extra Processing Workers for the selected temporary period. Separate Relativity license keys may be required to enable or increase the number of licensed Processing Workers. If Licensee elects a temporary Extra Processing Worker or elects not to maintain the license for an annual Extra Processing Worker, Licensee will be required to reapply the license key Licensee received for the included Processing Worker(s) to re-enable those included Processing Worker components.

RELATIVITY DATA GRID NODES.

In addition to the Data Grid Nodes included with Relativity Review (as set forth above), Licensee may, by issuing an additional purchase order to the applicable Prime Contractor, add licenses for additional Data Grid Nodes ("Extra Data Grid Nodes"). If Licensee elects not to maintain the license for the Extra Data Grid Node in connection with the subsequent Existing Annual Payment Date, Licensee will be required to disable the Extra Data Grid Node.

IF LICENSEE ADDS AN EXTRA DATA GRID NODE WITHOUT AUTHORIZING ITS PRIME CONTRACTOR TO ISSUE AN ADDITIONAL PURCHASE ORDER, LICENSEE SHALL BE DEEMED TO HAVE LICENSED SUCH EXTRA DATA GRID NODE(S) AND THE PRIME CONTRACTOR SHALL INVOICE LICENSEE A PRORATED PORTION OF THE APPLICABLE FEE FOR THE EXTRA DATA GRID NODE(S), PRORATED FROM THE DAY IN WHICH LICENSEE ADDS THE EXTRA DATA GRID NODE(S) TO THE NEXT EXISTING ANNUAL PAYMENT DATE.

RELATIVITY PRODUCTION INSTANCES.

In addition to the Production Instance included with Relativity Review (as set forth above), Licensee may, by issuing an additional purchase order to the applicable Prime Contractor, add licenses for additional Production Instances ("Extra Production Instance"). If Licensee elects not to maintain the license for the Extra Production Instance in connection with the subsequent Existing Annual Payment Date, Licensee will be required to: (i) immediately discontinue using and accessing the Extra Production Instance; and (ii) within the next ten (10) days, Licensee shall certify to Relativity in writing that Licensee has completely and permanently uninstalled and permanently discontinued using and accessing the Extra Production Instance, has not made any copies of the Software used therein, and has permanently destroyed the Software used therein so it cannot be reinstalled or re-used.

RELATIVITY LEGAL HOLD.

If the purchase order includes a license for Relativity Legal Hold, the fee for Legal Hold permits Licensee to have up to the specified number of Permitted Active Holds in effect at any given time. "Permitted Active Holds" means any matter that Licensee creates in the Relativity Legal Hold workspace in the Software until Licensee uses the function to close the matter. Closed holds will not count against the number of Permitted Active Holds. Licensee's Legal Hold Administrators will have the ability to close a hold within Relativity Legal Hold. Licensee must set up one dedicated workspace in one (1) Production Instance to use Legal

Hold exclusively, unless licensee obtains a written license for expanded use.

RELATIVITY TRACE:

Licensee may, by issuing an additional purchase order to the applicable Prime Contractor, add an annual Subscription License for Relativity Trace, a compliance, monitoring and surveillance application that is configured to automatically ingest data from data sources (each a "Data Source") for each Monitored Individual (as defined below), search the ingested data and flag any text that matches the predesignated key
terms or complex search phrasing. If Licensee elects not to maintain the license for Relativity Trace in connection with the subsequent Existing Annual Payment Date, Licensee will be required to disable Relativity
Trace.

MONITORED INDIVIDUAL SUBSCRIPTION TERMS

Monitored Individual Cap. Licensee's License for Relativity Trace is limited to the number of Monitored Individuals in the Monitored Individual Cap set forth in the applicable Prime Contractor's quote. "Monitored Individual" means each individual employee, officer, partner, and/or shareholder that is set up in the Software
to have one or more Data Sources ingested into the Software and analyzed by Relativity Trace during a given calendar month.

Extra Monitored Individuals. Licensee may exceed the Monitored Individual Cap; however, Prime Contractor
will bill Licensee the amount of the Extra Monitored Individual Fee (as set forth in the authorized GSA Schedule) times the number of Extra Monitored Individuals in any calendar month. "Extra Monitored Individuals" means, in any calendar month, the total number of Monitored Individuals minus the Monitored Individual Cap. Monitored Individuals will be aggregated but not de-duplicated across Licensee's workspaces, for purposes of billing Extra Monitored Individual Fees.

Additional Monitored Individuals. Licensee may, by issuing an additional purchase order to the applicable Prime Contractor, add additional Monitored Individuals in 100-individual increments to the Monitored Individual Cap (each a "Monitored Individual Pack") by paying the increase in the Trace Annual Fee set forth in the authorized GSA Schedule. The license and any payments for Monitored Individual Packs will remain in effect through the subsequent Existing Annual Payment Date. Monitored Individual Packs may only be added as of the first day of a month.

CONCURRENT USER SUBSCRIPTION TERMS

Trace Concurrent Users. Individuals who access the Trace Software simultaneously at any time will be deemed Concurrent Users as defined in Section 3 of this agreement and shall count towards the total number
of licensed Concurrent Users included with Licensee's Software License ("Concurrent User Cap"), as specified in the applicable Prime Contractor's quote.

ADDITIONAL TERMS.

The license and payment requirements for each Relativity Add-On Product will remain in effect for a period ending on the next Existing Annual Payment Date. If Licensee licenses any Relativity Add-On Product on any day other than the Existing Annual Payment Date, the Prime Contractor shall invoice Licensee a prorated fee for the Relativity Add-On Product for the period from the date when the Relativity Add-On Product is licensed to the next Existing Annual Payment Date.

If Licensee is ever licensing more than one (1) Production Instance, the number of Extra Processing Workers, Extra Data Grid Nodes, and Permitted Active Holds will apply in the aggregate across all Production Instances, unless Licensee is permitted to allocate Extra Processing Workers, Extra Data Grid Nodes, or Permitted Active Holds to one or more particular Production Instances.

RELATIVITY TRAINING COURSES

Training Courses. Relativity offers, and periodically revises and updates, a variety of training courses (each a "Training Course"), as described in the authorized GSA MAS Contract and on the Relativity website, https://www.relativity.com/ediscovery-training/, that (a) are available in Relativity's offices ("Open Enrollment"), and (b) may also be scheduled at Licensee's locations ("Closed Enrollment"). The fee ("Training Course Fee") for each Training Course (except for the Training Onboarding line item, which is further described below) covers the cost of attendance for one (1) of licensee's attendees. For Closed Enrollment Training Courses (i.e. Training Courses scheduled at Licensee's location), Relativity requires a minimum of five (5) attendees and a maximum of twelve (12) attendees per Training Course, plus payment of out of pocket expenses, including travel and living expenses, based on travel from Chicago to the Licensee's site. All travel shall be performed and expenses reimbursed in accordance with the terms and conditions of the GSA MAS Contract.

Training Onboarding. Training Onboarding is available to new Relativity clients only and includes one of each of the in-person Training Courses noted below. For a flat rate, Licensee may obtain a bundled package of Training Courses (as described below); *provided*, each Training Course is capped at a maximum of twelve (12) attendees and must be completed within one (1) year of the effective date of the agreement.

Item	Duration	Location
Relativity 101	1 day	Onsite
Admin Essentials I	1 day	Onsite
Admin Essentials II	1 day	Onsite
Infrastructure Training	1 day	Onsite
Analytics and Active Learning	1 day	Onsite
Processing Training	1 day	Onsite

ATTACHMENT A

CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND

TERMS DB NETWORKS, INC.

LICENSE AGREEMENT FOR GOVERNMENT SALES

Subject to the terms and conditions of this Attachment A Contractor Supplemental Pricelist Information and Terms License Agreement for Government Sales (the "Agreement" or "Attachment A"), DB Networks, Inc., a Delaware corporation, ("DB NETWORKS" or "Contractor") shall supply to the government entity   placing the order (the "**Ordering Activity**") its "**Product(s),**" including both hardware equipment   ("**Equipment**"), the use of the software pre-installed on Equipment or software not pre-installed on Equipment, in each case excluding third party materials described in Section 3.7, (collectively,   "**Software**") and, if applicable, DB NETWORKS's provision of the services specified in Section 4 ("**Services**"),excluding any Third Party Software, Equipment or Services, as set forth in the applicable Order. TO THE EXTENT ANY CLAUSE OR PROVISION OF THIS AGREEMENT IS CONSTRUED BY THE GOVERNMENT AS BEING INCOMPATIBLE WITH A FEDERAL

GOVERNMENT FAR, THEN THE APPLICABLE FAR WILL GOVERN AND SUPERCEDE ANY SUCH INCOMPATIBLE CLAUSE OR PROVISION.

U.S. Government Restricted Rights. All DB NETWORKS Software, including the Documentation and technical data, sold or delivered pursuant to this Attachment A for Government use were developed at private expense and are "Commercial Computer software" and "commercial computer software documentation," respectively, as defined in the Federal Acquisition Regulation ("FAR") 2.101 and described in FAR 12.212 and DFARS 252.227-7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, or an agency of the U.S. federal, state, or municipal government, then, as provided in FAR 12.212 and DFARS 227.7202-1 – 227.7202-4, as applicable, the Software will be provided with RESTRICTED RIGHTS. Use, duplication, release, modification, transfer, or disclosure (hereinafter "Use") of the Software and any technical data are restricted by the terms of this Attachment A and as set forth in FAR 52.227-14 for civilian Government agency purposes and 252.227- 7015 of the Defense Federal Acquisition Regulation Supplement ("DFARS"). For military Government agency purposes the Use of the Product is restricted by the terms of this Attachment A, in accordance with DFARS 227-7202 and FAR section 12.212. All other Use is prohibited except as described herein.

1. PRICES, TERMS OF PAYMENT, DELIVERY

The prices, service fees and license fees for Products and Services purchased or licensed to Ordering Activity will be set forth in the schedule and on the applicable Order (the "**Prices**").

Unless otherwise provided in the applicable Order, the Prices are due thirty (30) days from date of invoice. DB NETWORKS will invoice the Prices (i) upon shipment of Equipment, (ii) in the case of Software to be delivered without associated Equipment, upon DB NETWORKS's shipment or DB NETWORKS's issuance of a license key for Customer's download of Software, or (iii) in the case of Services, upon DB NETWORKS's receipt and acceptance of a signed Order, such DB NETWORKS acceptance will be evidenced by DB NETWORKS's execution of such Order.

Subject to the terms of this Agreement, DB NETWORKS will use commercially reasonable efforts to meet the delivery schedules set forth in the Order.

All shipments of Products are made F.O.B. at DB NETWORKS's point of shipment. Title to the Equipment and risk of loss shall transfer to Customer at DB NETWORKS's point of shipment.

All Products will be deemed accepted by Ordering Activity unless Ordering Activity sends a written notice of rejection to DB NETWORKS within ten (10) days after receipt of the Product. Ordering Activity may only reject a Product if the Product fails to substantially conform to the applicable user manual provided by DB NETWORKS or its distributor for the applicable Product. If Ordering Activity rejects a Product, DB NETWORKS will, at DB NETWORKS's discretion, either repair or replace the Product or refund the Price paid for the Product. THE FOREGOING WILL BE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT ORDERING ACTIVITY REJECTS A PRODUCT.

2. ORDER CANCELLATION AND RESCHEDULING

2.1 **General.** Orders may not be canceled or rescheduled during the thirty (30) day period prior to the scheduled shipment or delivery date for Products or the date that Services are scheduled to commence. Otherwise, upon prior written notice received by DB NETWORKS prior to the start of such thirty (30) day period, the Ordering Activity may cancel or reschedule all or part of any Order for Products or Services, subject to Section 2.2 (End of Life Products).

2.2 **End of Life Product.** Orders for a Product that has been announced by DB NETWORKS as being discontinued or are a "last time buy" or an "end of life" product or any similar designation (collectively,   "**EOL Products**") are noncancelable, may not be rescheduled and must be in compliance with DB NETWORKS's "end of life" announcement for such Product. At DB NETWORKS's request, Ordering   Activity will pay the Prices for all Orders for EOL Products at the same time the parties execute the applicable Order.

3. LICENSES AND SPECIAL PROVISIONS REGARDING SOFTWARE

3.1 **Grant of License-Equipment and Software.** For Products purchased from DB NETWORKS consisting of Equipment with Software pre-installed on such Equipment, the Software is licensed, not sold, and DB NETWORKS hereby grants Ordering Activity, subject to the terms and conditions in this Agreement, including the payment of the Price of Product, a non-exclusive, nontransferable, non-sublicensable, limited license to use the Software solely as preinstalled on the Equipment, solely in connection with Ordering Activity's internal operation of the Product at the installation address specified in the Order (or such other address agreed to in writing by DB NETWORKS) (the "**Installation Address**")   and only in accordance with the relevant user manual provided by DB NETWORKS or its distributor. DB NETWORKS may provide Ordering Activity access to, or deliver to Ordering Activity updates to such Software from time to time and all such updates shall be Software for purposes of this Agreement and   shall be subject to the terms and conditions in this Agreement. Ordering Activity may install on the   Equipment any such updates and will delete or erase the Software on the Equipment that the update is   intended to replace. For the avoidance of doubt, Ordering Activity may not distribute, sublicense or   transfer any such Software described in this Section, including without limitation in connection with Ordering Activity's, transfer or other disposition of the Equipment. Ordering Activity shall erase all such   Software from the Equipment prior to transfer or other disposition.

DB NETWORKS's support Services obligations shall cease with respect to such unit of Equipment upon any such sale, transfer or disposition of a specific unit of Equipment.

3.2 **Grant of License-Software only.** If the Product consists solely of Software (i.e., does not include Equipment), then the Software is licensed, not sold, and DB NETWORKS hereby grants to Ordering Activity, subject to the terms and conditions in this Agreement, including the payment of the Price (i.e., the   license fee) for the Software, a non-exclusive, nontransferable, non-sublicensable, limited license to   install and use the Software on the number of servers or computers (as applicable) listed on the Order,   solely in connection with Ordering Activity's internal operation and only in accordance with the relevant   user manual or other documentation provided by DB NETWORKS or its distributor and for the term
specified in the applicable Order. DB NETWORKS may provide Ordering Activity access to, or deliver to   Ordering Activity updates to such Software from time to time and such updates shall be Software and   shall be subject the terms and conditions in this Agreement and the relevant Order. Upon termination of   such license, Ordering Activity shall remove the Software from Ordering Activity's equipment, destroy all   copies of the Software and at DB NETWORKS's request certify in writing Ordering Activity's compliance   with the foregoing.

3.3 **License Use.** Ordering Activity may make one back-up copy of any future upgrades of the Software for archival purposes. Ordering Activity will reproduce all confidentiality and proprietary notices on each of   these copies and shall not remove any confidentiality and proprietary notices included on or in the Software.

3.4 **Protection of Products and Software.** Ordering Activity may not, or permit others to otherwise copy,   reproduce, transfer, distribute, pledge, assign, sublicense, lease, sublease, loan, share, file-share, rent,   timeshare, deliver or otherwise transfer the Products or an interest in the Products or allow

the Products   to be available to the third parties in a multi-tenant environment, or to distribute, translate, modify, create   derivative works of, adapt, decompile, reverse decompile, decipher, disassemble, reverse assemble,   reverse compile, reduce to human perceivable form the Software, or otherwise attempt to derive source   code from the databases or Software or the Products, except to the extent expressly authorized by law.   Ordering Activity may not take or allow (i) any actions that would cause the Software to become subject to   any open source or quasi-open source license agreement or, (ii) unless the Software was licensed   separately without associated Equipment, the Software to be installed separately and independently from   the Equipment on which it was pre- installed. Ordering Activity further agrees not to remove from the   Products, obscure, or alter, any of the trademarks, trade names, logos, patent or copyright notices or   marking, or add any other notices or marking to the Products, nor allow or permit or assist any other party   to do any of the foregoing. Any attempt by Ordering Activity to take or allow any of the actions described   above will void the warranty in this Agreement.

3.5 **Other Software Provisions.** Prior to shipment of the Equipment or download of Software, DB NETWORKS will take reasonable steps, using standard industry tools, to detect and delete any computer   code that would, during the term of the applicable license, disrupt, disable, harm, or otherwise impede in   any manner, including aesthetical disruptions or distortions, the operation of the Product or any computer   system, device, or network.

3.6 **No Other License.** Without limiting this Attachment A, DB NETWORKS retains all right, title and interest in and to the Software. This Agreement does not confer upon Ordering Activity any ownership rights to any patents, trade secrets, trademarks or copyrights, including to combine any Product furnished   hereunder or any component with any other product or to modify any Product. Except for the express   Software licenses granted in this Agreement, this Agreement does not confer upon Ordering Activity any   other licenses, express, implied, by way of estoppel or otherwise. Ordering Activity shall immediately   destroy or return to DB NETWORKS all copies of the Software upon termination of this Agreement for any   reason.

3.7 **Third-Party Materials**. The Product contains certain third-party materials, which includes (i) software   which is subject to the provisions of open source license agreements ("**Open Source Software**"), and (ii) accompanied by certain software, data or other materials that DB Networks licenses from third parties   and that are subject to and provided in accordance with terms that are imposed by their licensors. Except   as expressly set forth in this Agreement, third-party software, data and materials (including any Open   Source Software) are provided on an "as-is" basis at the sole risk of Ordering Activity. Notwithstanding   any language to the contrary in this Agreement, DB Networks makes no express or implied warranties of   any kind with respect to third-party software, data and materials provided to Ordering Activity (including,   without limitation, any Open Source Software) and shall not be liable for any damages regarding the use   or operation of the third-party software, data and materials furnished under this Agreement. Any and all   express or implied warranties, if any, arising from the license of third-party software, data and materials   shall be those warranties running from the third-party manufacturer or licensor to Ordering Activity.

4. SERVICES

Any Services provided by DB NETWORKS will be provided as set forth in this Section 4 (Services).

4.1 **Engagement of Services Offering.** If Ordering Activity orders Services, DB NETWORKS accepts such Order and Ordering Activity pays for the Services so ordered, then, subject to the terms and conditions in this Agreement, DB NETWORKS will use commercially reasonable efforts to provide such   Services to Ordering Activity for the Service Term (as defined in Section 4.2 below) for the specific   Services Offering Ordered (e.g., Premium, Enhanced, or Standard) ("**Services Offering**"). The terms in   this Section 4 shall govern DB NETWORKS's provision of Services to Ordering Activity for the Equipment   and Software if Ordering Activity elected, and has paid for, such Services as

indicated on the Order for   which Ordering Activity has contracted for the then-current Service.

4.2 **Service Term.** Provided that Customer pays the applicable Price for the Service, the "**Service Term"** of the Services shall be for the duration set forth on the Order. DB NETWORKS will invoice the Prices for   the Services on the start of each Service Term and on or about thirty (30) days prior to the expiration of   each Service Term.

4.3 **Eligibility for Services**

4.3.1 **Current Software.** To remain eligible for any Service Offering(s) the Equipment must (i) contain the   most current, or previous to current revision of Software and/or firmware and (ii) be installed and remain in an operating environment which is in accordance with the requirements and specifications set forth in the user manual furnished with the Equipment. Equipment or Software which has been modified without DB   NETWORKS's prior written approval is not eligible for Services.

4.3.2 **Same Product Coverage.** The same Service Offering and Service Term must cover each unit of the same DB NETWORKS Product type at an Installation Address and Ordering Activity must pay for   such Service Offering for each DB NETWORKS Product type at an Installation Address.

4.4 **Rights and Obligations**. DB NETWORKS's obligations with respect to the provision of the Service   are subject to and contingent upon the following.

4.4.1 **Ordering Activity's Requirements.** Customer shall provide DB NETWORKS with the Equipment   serial numbers when requesting Services.

4.4.2 **DB NETWORKS Access.** Ordering Activity shall cooperate with DB NETWORKS and provide access to all information, documentation, diagnostics programs, operating systems, utilities, application programs and, as deemed reasonably necessary from time to time by DB NETWORKS and access to the Equipment (either via Internet access or physical access to the Installation Address) to enable DB NETWORKS to provide the Services. Ordering Activity acknowledges and agrees that if Ordering Activity does not provide remote access to the Equipment via the Internet for purposes of enabling DB NETWORKS to provide the Services, then Ordering Activity shall l reimburse DB NETWORKS for actual   and necessary travel costs and expenses incurred by DB NETWORKS to provide on-site support Services, pursuant to applicable federal travel regulations.

4.4.3 **Third Party.** DB NETWORKS may from time to time designate third party contractor(s) to provide   certain Services to Ordering Activity hereunder on behalf of DB NETWORKS. Any such contractor shall   have executed a prior written agreement with DB NETWORKS requiring it to maintain the confidentiality   of any Ordering Activity information to the same extent as DB NETWORKS. Ordering Activity authorizes   DB NETWORKS to provide such contractor all necessary information, and agrees to provide such   contractor all necessary access (whether physical or otherwise) and information for such contractor's   performance.

4.5 **Service Exclusions – Related Items**

The following are specifically excluded from the scope of the Services or the warranty for the Services:

4.5.1 Any work at Ordering Activity's site, other than as specified in the Service Offering(s).

4.5.2 Any services, including replacement of parts or repair of damage, necessitated by: (a) any repair or   attempt to repair or modification carried out to any Equipment by any person other than an authorized   representative of DB NETWORKS, or (b) the Equipment having been misused or used in

a negligent manner or used for other than its intended use or outside the environmental range specified by DB NETWORKS.

4.5.3 Any changes to the performance of the Equipment beyond those required to make it materially comply with its specifications, including cleaning, painting or refinishing of the Equipment.

4.5.4 Any services in connection with or arising out of (i) relocation of the Equipment, (ii) the addition, removal, or maintenance of any third party equipment, accessories, attachments or other devices not originally forming part of any Equipment, and any electrical work external to the Equipment, (iii) unusual external causes such as, but not limited to, power failure, power surges, air conditioning failure, humidity, improper input/output signals to DB NETWORKS's connections, software not previously approved by DB NETWORKS, accident, fire, explosion or Force Majeure.

4.5.5 Any Services for Equipment that has not been sold by DB NETWORKS for a period longer than two (2) years, or in the case of EOL Products, one (1) year.

5. LIMITED WARRANTY

5.1 **Equipment.** DB NETWORKS warrants that Equipment, if properly used, will, for ninety (90) days following the date of shipment, (i) be free from defects in material and workmanship and (ii) substantially conform to the applicable user manual provided by DB NETWORKS or its distributor for the applicable Equipment. DB NETWORKS does not warrant that the Equipment will be free from design defects or errors known as "errata" that may cause the Equipment to deviate from the foregoing warranty. No warranties for third party hardware equipment are provided by this limited warranty. In the event of a breach of the foregoing limited warranty, Ordering Activity must notify DB NETWORKS in writing prior to the expiration of the warranty period.

5.2 **New**. DB NETWORKS warrants that the Equipment is new or like-new.

5.3 **Software.** DB NETWORKS warrants that the media containing the Software that is delivered separate from Equipment is free from defects for a period of ninety (90) days from date of shipment or delivery. DB NETWORKS makes no warranty or representation that the Software will work in combination with any third-party network or computing equipment or software, that the operation of the Software will be uninterrupted or error free, or that defects in the Software will be corrected. No warranties for third party software are provided by this limited warranty. DB NETWORKS makes no warranty with respect to defective conditions or non-conformities resulting from Ordering Activity's misuse, misinstallation, mishandling, neglect, accident, or abuse of Software, or Ordering Activity's failure to apply DB NETWORKS-supplied modifications or corrections. If such a defect appears within the warranty period, Ordering Activity may return the defective media to DB NETWORKS for replacement without charge.

5.4 **Commencement of Warranty Period.** In the event Ordering Activity has previously evaluated the Product and notwithstanding anything contrary in this Agreement or the Order, the warranty period for such Product shall commence on the date the Order is executed by Ordering Activity.

5.5 **Limited Warranty for Services-Related Items**

5.5.1 DB NETWORKS warrants that replacement Equipment provided by DB NETWORKS will, subject to the warranty exclusions set forth in this Agreement, be free from defects in material and workmanship for the balance of the remaining warranty period on the Equipment being replaced.

5.5.2 In the event of a breach of the foregoing limited warranty for replacement Equipment, Ordering Activity must, prior to the expiration of the applicable warranty period, notify DB NETWORKS in writing of the breach. 5.5.3 DB NETWORKS's sole obligation, and Ordering Activity's sole and exclusive remedy, under the foregoing limited warranty for replacement Equipment shall be, at DB NETWORKS's option, to repair or replace any replacement Equipment found to be defective during the warranty period, at no additional cost to Ordering Activity or refund the price paid for the original Equipment.

5.5.4 DB NETWORKS warrants that it will perform the Services in a good and workmanlike manner. If Ordering Activity believes that DB NETWORKS has breached the foregoing warranty, Ordering Activity must notify DB NETWORKS in writing within thirty (30) days after performance of the applicable Service. In such event DB NETWORKS will, at no additional cost to Ordering Activity, re-perform the applicable Service. THE FOREGOING SHALL BE ORDERING ACTIVITY'SSOLE AND EXCLUSIVE REMEDY.

5.5.5 DB NETWORKS shall not be liable for (a) any damages arising from performance or non-performance of the Equipment or Software caused by the Ordering Activity's failure to perform Ordering Activity's responsibilities, (b) any software, firmware, Ordering Activity information or memory data contained in, stored on, or integrated with any Equipment or Software; or (c) any downtime or system interruption attributable to the Equipment during installation or during the provision of any support Services.

5.6 **Installation and Services.** DB NETWORKS will not be liable for any downtime or system interruption that may be attributed to the Product during any Product installation or the provision of any Services.

5.7 **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5 (LIMITED WARRANTY), DB NETWORKS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES. THE WARRANTIES IN THIS SECTION 5 (LIMITED WARRANTY) ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, CONDITION, TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, PERFORMANCE, NON-INFRINGEMENT, ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, QUOTATION OR OTHERWISE. DB NETWORKS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME OR MAKE FOR DB NETWORKS ANY OTHER WARRANTY. THESE WARRANTIES ARE PROVIDED SOLELY TO ORDERING ACTIVITY AND ARE NOT SUBJECT TO ASSIGNMENT OR TRANSFER. THE PRODUCTS SOLD OR LICENSED TO ORDERING ACTIVITY ARE NOT FOR RESALE.

5.8 **Exclusive Remedy.** IN NO EVENT WILL DB NETWORKS BE LIABLE FOR ANY MONETARY DAMAGES IN CONNECTION WITH WARRANTY CLAIMS WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS. If any Product fails to conform to its warranty, DB NETWORKS's sole and exclusive liability, and Ordering Activity's sole and exclusive remedy, will be, at DB NETWORKS's option, repair or replacement of such Product within a reasonable period, or refund of the Price paid for the Product. To receive the benefit of the foregoing warranty: (i) Ordering Activity must promptly notify DB NETWORKS in writing within the applicable warranty period that such Product does not comply with the applicable warranty, with an explanation of the non-compliance, and follow DB NETWORKS's return instructions to return the Product at Ordering Activity's risk and expense, and (ii) DB NETWORKS must be reasonably satisfied, in good faith, that claimed nonconformities exist and were not caused during shipment or by accident, misuse, neglect, alteration, repair, improper installation or improper testing on the part of Ordering

Activity. If caused by

any of the foregoing, DB NETWORKS shall not have any liability or obligations to Ordering Activity under the warranties provided in this Agreement.

6. TAXES; DUTIES AND EXPORT CONTROL

All applicable fees, charges, duties, or otherwise are calculated for the purchase and are included in the Purchase Price of this Order.

7. LIMITATION OF LIABILITY

TO THE FULL EXTENT ALLOWED BY LAW, IN NO EVENT WILL DB NETWORKS OR ITS SUPPLIERS OR LICENSORS OR AGENTS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH ANY OF THE PRODUCTS OR SERVICES FURNISHED TO ORDERING ACTIVITY BY DB NETWORKS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. THIS LIMITATION WILL NOT BE AFFECTED EVEN IF ANY LIMITED REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL DB NETWORKS OR ITS SUPPLIERS OR LICENSORS OR AGENTS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS' TOTAL CUMULATIVE LIABILITY TO ORDERING ACTIVITY ARISING FROM (1) IN THE CASE OF A PRODUCT, EXCEED THE PRICE PAID TO DB NETWORKS BY ORDERING ACTIVITY FOR THE PARTICULAR PRODUCT LEADING TO SUCH CLAIM, OR (2) ARISING FROM DB NETWORKS SERVICES UNDER SECTION 4 (SERVICES), EXCEED AN AMOUNT EQUAL TO THE SERVICE CHARGE PAID FOR THE APPLICABLE SERVICE OFFERING IN THE PREVIOUS TWELVE (12) MONTH PERIOD, LESS IN ALL CIRCUMSTANCES ANY AMOUNTS PREVIOUSLY PAID IN SATISFACTION OF SUCH LIABILITY FOR DB NETWORKS SERVICES IN THE PRIOR TWELVE (12) MONTHS.

THE PRODUCTS SOLD AND SERVICES DELIVERED HEREUNDER ARE NOT DESIGNED, OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE PERFORMANCE OR FAILURE OF THE DB NETWORKS PRODUCT OR SERVICES COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR. Ordering Activity shall indemnify and hold DB NETWORKS and its suppliers, and agents and their respective directors, officers, employees, subsidiaries, sub-contractors and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with such unintended use, even if such claim alleges negligence in the design or manufacture of the DB NETWORKS Product or delivery of Services.

8. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "**Initial Term**"). Renewal Terms of one (1) year (each a "**Renewal Term**") must be separately ordered by Ordering Activity at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

9. GENERAL

Termination or expiration of this Agreement shall in no way relieve either party from obligations accruing prior to termination or expiration. The following Sections of this Agreement shall survive termination: Sections 1 (Prices, Terms of Payment, Delivery) with respect to amounts owed by DB NETWORKS prior to the termination of this Agreement, 5 (Limited Warranty), 7 (Limitation of Liability), and 9 (General).

9.1 **Cumulative Remedies; Severability.** Except for remedies which are identified as the sole and exclusive remedy, all rights and remedies will be cumulative and may be exercised singularly or concurrently. The terms and conditions stated herein are severable. In the event any term(s) or condition(s) be held to be invalid or unenforceable the validity, construction and enforceability of the remaining terms and conditions of this Agreement shall be unaffected.

9.2 **Force Majeure.** Neither party will be liable for any failure to perform acts (other than payments) due to unforeseen circumstances or causes beyond the parties' reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, or shortage of supply or delay in delivery by vendors, and any affected period of performance shall be tolled.

9.3 **Notices.** All notices to be given under this Agreement shall be in writing and deemed delivered: (i) upon receipt, if by hand or by confirmed e-mail, (ii) the next business day if by a nationally-recognized overnight courier or (iii) three (3) business days after mailing by first class post, certified mail, postage prepaid, return receipt requested. If to DB NETWORKS: 5909 Sea Lion Place, Suite H, Carlsbad, CA 92010. If to Ordering Activity: to the address set forth on the Order or to such other address as specified.

9.4 **Waiver.** No waiver by DB NETWORKS of any rights against Ordering Activity shall constitute a waiver against Ordering Activity, and no waiver by any party of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided for in writing duly executed by both parties hereto. No endorsement or statement on or with any payment or elsewhere or otherwise will be construed as an accord or satisfaction. DB NETWORKS may accept payment in any amount without prejudice to its right to recover the balance of the amount due or to pursue any other right or remedy.

9.5 **No Third Party Beneficiary.** THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF THE PARTIES HERETO, AND NO OTHER PERSON OR ENTITY SHALL BE DEEMED A THIRD PARTY BENEFICIARY HEREOF, EXCEPT WHERE EXPRESSLY INDICATED. Ordering Activity shall be solely responsible for, and DB NETWORKS shall have no obligation to honor, any warranties that Ordering Activity may provide to any other parties with respect to the Products or Services. Ordering Activity shall defend, indemnify and hold DB NETWORKS harmless from and against any loss arising in connection with or based on any warranties or undertakings offered by Customer.

9.6 **Entire Agreement.** This Agreement and the documents referenced herein set forth the entire understanding between the parties with respect to the matters set forth herein and supersede all prior or other representations, understandings, term sheets, letter of intent, memoranda of understanding, or agreements, whether written or oral, express or implied. Any amendments must be in a writing signed by both parties. The terms hereof will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any order submitted by Ordering Activity, or other document, which terms are specifically rejected by DB NETWORKS and deemed withdrawn by Ordering Activity.

CIMCOR End User license Agreement

1.   GRANT OF LICENSE

    1.1 In consideration of payment of the License fee, Cimcor, as Licensor, grants you, the Licensee, a nonexclusive right to use a copy of any of the binaries and other components that comprise the CimTrak Integrity and Compliance Suite (heareinafter the "SOFTWARE"). "You" ("Your") shall mean the United States Government agency, or other authorized Ordering Activity on whose behalf an order for the software is issued pursuant to the Federal Supply Schedule task/delivery order which incorporates this agreement by reference and addenda. "You" ("Your") shall mean the United States Government agency/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on the United States Government agency/authorized Ordering Activity's behalf with respect to the software.

    "You" ("Your") shall mean the party who holds the license for the software.

    1.2 Licensee may be restricted in the number of systems, devices, etc. that each license purchased may be installed on or monitor. SOFTWARE components may have further restrictions indicated on the order or enforced by software licensing mechanisms. Licensee shall be responsible for complying with all license restrictions.

    1.3 All rights not expressly granted to Licensee are reserved to Cimcor.

2.   SOFTWARE OWNERSHIP

    2.1 Cimcor shall retain full and complete title to the SOFTWARE that is installed or downloaded and all subsequent copies of the SOFTWARE, including, but not limited to any upgrades, updates, modifications, revisions or copies. This License is not a sale of the original SOFTWARE.

    2.2 Licensee agrees that their purchase of the SOFTWARE is not contingent on the delivery of any future functionality or features. Licensee further agrees that this purchase is not dependent on any oral or written comments made by Cimcor regarding functionality or features that may be available in the future.

3.   COPYRIGHT RESTRICTIONS

    3.1 This SOFTWARE and the accompanying printed or written materials are copyrighted. Unauthorized copying of the SOFTWARE, including those instances where the SOFTWARE has been modified, merged, or included with other software, or of the printed or written materials, for any reason, is expressly forbidden. Licensee may be held liable for copyright infringement which results from such unauthorized copying. The foregoing limitations are inapplicable when the otherwise restricted actions are required to fulfill official Government obligations, such as recordkeeping, audit, investigation, etc., or to comply with other applicable law.

4.   RESTRICTIONS ON USE

    4.1 Licensee may transfer the SOFTWARE from one computer to another, provided that the SOFTWARE is used in compliance with the licensing restrictions for the SOFTWARE or components thereof. Licensee may not distribute copies of the SOFTWARE or accompanying materials to others, except where otherwise expressly permitted by law or required by law in the course of carrying out required official duties. Licensee may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE or its accompanying printed or written materials, except where otherwise expressly permitted by law or required by law in the course of carrying out required official duties.

5.   TRANSFER RESTRICTIONS

    5.1 Licensee shall not assign, rent, lease, sell, sublicense or otherwise transfer the SOFTWARE to another party without prior written consent of Cimcor. Any party authorized by Cimcor to receive the SOFTWARE must agree to be bound by the terms and conditions of this

Agreement.

6.   LIMITED WARRANTY

6.1 For the period set forth in the task/delivery order, but not less than (90) ninety days from the date the   SOFTWARE is initially delivered to the Licensee, Cimcor warrants that the SOFTWARE, when properly   installed and configured, will function as indicated in the SOFTWARE documentation. Any warranty claim   must be provide in writing to Cimcor within the warranty period. This warranty period does not renew and

is only applicable to the initial delivery of the SOFTWARE. Updates and upgrades to the SOFTWARE as   well as new or reissued SOFTWARE activation codes do not extend or renew the warranty period. This   warranty shall not be valid if the SOFTWARE has been modified in any way or if the SOFTWARE has   been improperly installed or configured. In addition, this warranty excludes any services, beta code, or   SOFTWARE that is provided at no cost.

6.2 Cimcor's entire liability and customer's exclusive remedy for breach of this Limited Warranty shall be, at   Cimcor's option, to a) refund the price paid to Cimcor for the SOFTWARE affected by the warranty claim,
b) modify or replace the SOFTWARE affected by the warranty claim or c) provide beta code for the   SOFTWARE affected by the warranty claim. If the Licensee is the United States Government, all disputes   are governed by the Contract Disputes Act and Federal law, and shall be raised before the Board of   Contract Appeals, Court of Claims or other U.S. District Court, as appropriate.

6.3 No other warranties, except as provided in the terms and conditions of the Schedule Contract, are   granted. No oral or written information or advice given by Cimcor, its dealers, distributors, agents or   employees shall create a warranty. 6.4 Cimcor does not warrant that the SOFTWARE is suitable for any   particular application nor its effectiveness in detecting all threats, changes, or other security incidents. In   addition, Cimcor does not warrant that the SOFTWARE is free from errors, failures, or other interruptions   to the operation of the SOFTWARE.

7.   LIMITATION OF LIABILITY

7.1 The liabilities of the Licensee and the Licensor are addressed in terms and conditions of the Multiple   Award Schedule 70 contract and Federal Acquisition Regulation 52.212-4(o) and (p).

8.   LICENSING FEES AND PAYMENT TERMS

8.1 Licensing Fees and Payment Terms are addressed in the terms and conditions of the Multiple Award   Schedule 70 contract and the Prompt Payment Act, as amended.

9.   EXPORT

9.1 Licensee understands and acknowledges that the SOFTWARE and other materials made available to it   under this Agreement may be subject to the export regulations of the United States Department of   Commerce and other United States government regulations related to the export of technical data,   equipment, and products. Licensee agrees to comply with all applicable export regulations, including any   future changes or amendments.

10.   GOVERNANCE AND JURISDICTION

10.1   This agreement shall be governed by and construed in accordance with the terms and   conditions   of the GSA Multiple Award Schedule 70 contract and Federal Law, and shall be raised before the Board   of Contract Appeals, the Court of Claims or other U.S. District Court, as appropriate.

Scalable Software License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING, OR USING ALL OR   ANY PORTION OF THIS SOFTWARE, YOU (HEREINAFTER "LICENSEE") ACCEPT ALL THE TERMS   AND CONDITIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS   ON LICENSE RESTRICTIONS IN SECTION 4, LIMITED WARRANTY IN SECTIONS 7 AND 8,   LIMITATION OF LIABILITY IN SECTION 9, AND SPECIFIC PROVISIONS AND EXCEPTIONS IN   SECTION 14. LICENSEE AGREES THAT

THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. THIS AGREEMENT IS ENFORCEABLE AGAINST LICENSEE.   IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSEE MAY NOT USE THE SOFTWARE.

The Software is LICENSED, NOT SOLD, only in accordance with the terms of this agreement. The   Software may require activation or registration.

6. Definitions

Unless otherwise defined herein, each term listed below shall have the meaning set forth below:

1.1 "SCALABLE" means SCALABLE Network Technologies, Inc., a California corporation, with corporate offices at 600 Corporate Pointe, Suite 1200, Culver City, CA 90230, USA.

1.2 "Authorized User" means Licensee, an associate or employee of Licensee, or an independent contractor of Licensee operating under a written independent contractor agreement requiring, among other things, that the independent contractor respect the ownership and confidentiality rights of SCALABLE.

1.3 "Derivative File" means any program, library or file that comprises or contains any portion of, or is in whole or in part based upon, or is a derivative work of, the Software or any Executable Code and/or Source Code supplied by SCALABLE, including, but not limited to, the simulation kernel, model libraries,   or model files, or containing portions of Source Code therefrom.

1.4 "Documentation" means the printed or on-•line materials provided by SCALABLE that document the functions of the Software.

1.5 "Executable Code" means a program file stored in a format that can be executed by a Supported Computer without modification or when linked into a program.

1.6 "IP Address" means an Internet Protocol address.

1.7 "License Fee" means the then-•effective fee established by SCALABLE and set forth in a separate SCALABLE Price List for authorizing the use of Software.

1.8 "License Term" means the period beginning on the date SCALABLE receives a valid purchase order from the customer or SCALABLE reseller and ending after the number of months or years designated in the applicable order by which the customer purchased the license for the Software. If not specified the   License Term shall be perpetual.

1.9 "Licensed Computer" means a Supported Computer that has been registered with SCALABLE as that   which is authorized to run the Licensed Product. In installations where there are multiple licenses for   Licensed Products that are shared among multiple Supported Computers, "server--locked" licenses are   managed on a central license server registered with SCALABLE, and allocated to authorized "Licensed   Computers" on the "Licensee's Network"

1.10 "Licensee" means you and any legal entity that obtained the Software and on whose behalf it is used; for   example, and as applicable, your employer.

1.11 "Licensee's Network" means a local area network of one or more Supported Computers, which are solely   owned or rented, operated, and administered by the Licensee, where each has in common an IP Address   subnet, and on which the Software is installed and registered with SCALABLE, and which communicate with a Supported Computer that enables the execution of Executable Code and enforces the restrictions

set forth in this License Agreement as to term of license, permitted IP addresses, and limits on the number of simultaneous users. A computer is no longer part of a Licensee's Network if it is loaned, rented

or sold by the Licensee to another party, or if someone other than Authorized Users is permitted to access the computer.

1.12 "Licensed Product" means the Software and the Documentation.

1.13 "Maintenance" means updates, including but not limited to bug fixes, patches, modifications and new functionality, to the Software, which are provided to the Licensee under this agreement for a Maintenance Fee.

1.14 "Maintenance Fee" means the then-•effective fee established by SCALABLE and set forth in a separate SCALABLE Price List for providing Maintenance of the Software under a Maintenance Agreement during a designated time period.

1.15 "Maintenance and Support Fee" means the then-•effective fee established by SCALABLE and set forth in a separate SCALABLE Price List for providing Maintenance and Technical Support of the Software under a Software Maintenance and Support Agreement during a designated time period.

1.16 "Output File" means any file that is (a) not a Derivative File and (b) solely generated as output by the Licensee's permitted use of the Software.

1.17 "Software" means (a) all of the information with which this agreement is provided, including but not limited to: (i) all software files and other computer information, whether contained in magnetic, optical, semiconductor, hardcopy, or other storage media, including without limitation Source Code, Executable Code, and data files; (ii) any proprietary scripting logic embedded within exported file formats; and (iii) related Documentation; and (b) any modified versions and copies of, and upgrades, updates, and additions to, such information, provided to Licensee by SCALABLE at any time, to the extent not provided under separate terms (collectively, "Updates").

1.18 "Software Maintenance and Support Agreement" or "Software Maintenance Agreement" means a separate agreement between SCALABLE and the Licensee, under which SCALABLE provides either Maintenance and Technical Support or just Maintenance to the Licensee, upon payment of SCALABLE's then-•effective applicable fee.

1.19 "Supported Computer" means a computer that meets the specifications (including a supported operating system, compiler, and other required software) listed in SCALABLE's current standard Supported Computer List located in the Documentation or on SCALABLE's website (currently www.scalable-•networks.com).

1.20 "Source Code" means a program file stored in a human-•readable text format and that can be translated to Executable Code by an appropriate compiler or assembler, or that can be interpreted by an appropriate interpreter program.

1.21 "Technical Support" means user support and technical support for the Software, which is provided to the Licensee under an agreement for a Maintenance and Support Fee.

7. Software License

2.1 License Grant. Subject to Licensee's continuous compliance with this agreement and payment of the applicable license fees, SCALABLE grants Licensee a non-•exclusive, non-•transferable and limited license to install and use (a) the quantities of each item of Software designated in the applicable order by which the customer purchased the license for the Software, (b) during the term of such license ("License Term"), (c) on Licensed Computers "on the "Licensee's Network", and (d) in a manner consistent with the terms of this agreement and applicable Documentation. Nothing in this agreement grants, or is intended to grant, to the Licensee any ownership or other interest in the Licensed Products other than the right to use the Licensed Products in accordance with the terms of this agreement. The license granted herein is supplemented by specific provisions in Section 14 as related to the use of certain applicable products and components that may be included in the Software.

2.2 License Term. Upon the expiration or termination of the License Term, some or all of the Software may cease to operate without prior notice. Upon expiration or termination of the

License Term, Licensee may   not use the Software unless Licensee has renewed the license.

2.3   Licensed Computer Registration. Licensee shall provide Scalable with the unique machine identifiers   required to register the specific Licensed Computer(s). The Licensee may re-•register a license on a

different computer twice per calendar year for node-•locked licenses or once per calendar year for server-
•locked licenses at no charge provided that the license is covered under a current Software Maintenance   Agreement. Requests for additional re-•registration may incur additional fees.

2.4   Output Files. An Output File may be used, disclosed, and distributed by Licensee without restriction.   However, such use, disclosure, or distribution shall not grant, and does not grant to the recipient any   rights in, or access to, the Software.

2.5   Images. Images of a Derivative File displayed on a computer screen, and a copies of such images, may   be distributed only for purposes of publishing, presenting, or teaching and then only with SCALABLE's   prior written authorization, and accompanied by adequate written notice to the recipients that the image is   from a proprietary product developed and owned by SCALABLE, which is protected under applicable intellectual property laws, and SCALABLE's rights are not waived.

2.6   Evaluation Software. The Software, or portions of the Software, that are provided for "evaluation purposes" or other similar designation ("Evaluation Software") may be installed and used on Supported Computers during the License Term for demonstration, evaluation, and training purposes only, and only if   any Output Files or other materials produced through such use are used only for internal, non-
•commercial, and non- -production purposes. THE EVALUATION SOFTWARE IS PROVIDED "AS IS." ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH EVALUATION SOFTWARE IS   ENTIRELY AT LICENSEE'S OWN RISK.

2.7   Documentation Copies. Licensee may make copies of the Documentation for its own internal use in   connection with use of the Software in accordance with this agreement, but no more than the amount   reasonably necessary.

8.   Intellectual Property Ownership & Indemnification

3.1   The Software and any authorized copies that Licensee makes are the intellectual property of and are   owned by SCALABLE and its suppliers. The structure, organization, and source code of the Software are   the valuable trade secrets and confidential information of SCALABLE and its suppliers. The Software is   protected by law, including but not limited to the copyright laws of the United States and other countries,   and by international treaty provisions. Except as expressly stated herein, this agreement does not   grantLicensee any intellectual property rights in the Software. All rights not expressly granted are   reserved by SCALABLE and its suppliers.

3.2   In the event any suit or claim is brought against the Licensee alleging that the Software constitutes an   infringement of any third party intellectual property right, SCALABLE shall defend the suit or claim at its   expense and pay any final judgment, provided the Licensee: (a) notifies SCALABLE promptly in writing of   such suit or claim: (b) permits SCALABLE to defend and/or settle, at SCALABLE's election, such suit or   claim on behalf of the Licensee; and (c) cooperates fully with SCALABLE on the defense. This obligation   shall only apply where the infringement is inherent in the Software, and not caused by a modification, or   combination with other computer program(s), or caused by a use that is unauthorized by, or in violation of,   this agreement.

3.3   The indemnification provided by Section 3.2 shall extend to updated releases of the Software furnished to   the Licensee by SCALABLE as part of a Software Maintenance Agreement.

9. Restrictions and Requirements

4.1   Proprietary Notices. Any permitted copy of the Software (including without limitation Documentation) that   Licensee makes must contain the same copyright and other proprietary notices that appear on or in the   Software.

4.2   Use Obligations. Licensee agrees that it will not use the Software other than as permitted by this agreement and that it will not use the Software in a manner inconsistent with its design or Documentation.

4.3   No Modifications. Except as expressly permitted, Licensee may not modify, port, adapt, or translate the   Software.

4.4   No Reverse Engineering. Licensee will not reverse engineer, decompile, disassemble, or otherwise   attempt to discover the source code of the Software.

4.5   Any Source Code included as part of the Software may be used by Licensee only for its intended function   as part of the Software. Licensee is not permitted to, and shall not, incorporate or use any portion of the   Source Code or the algorithms and ideas therein in connection with any other software.

4.6   Licensee agrees not to remove or destroy any proprietary markings, restrictive legends, or patent, trademark or copyright notices placed upon, or contained within, the Software, Documentation, Derivative Files and Output Files, including but not limited to, start-•up screens, logos, program comments, and   program output messages.

4.7   No Unbundling. The Software may include various applications and components, may support multiple   platforms and languages, and may be provided to Licensee on multiple media or in multiple copies.   Nonetheless, the Software is designed and provided to Licensee as a single product to be used as a   single product on Supported Computers as permitted herein. Unless otherwise permitted in the Documentation, Licensee is not required to install all component parts of the Software, but Licensee may   not unbundle the component parts of the Software for use on different computers.

4.8   NO TRANSFER. LICENSEE WILL NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN, OR TRANSFER   ITS RIGHTS IN THE SOFTWARE (INCLUDING WITHOUT LIMITATION, SOFTWARE OBTAINED   THROUGH A WEB DOWNLOAD), OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED   ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE EXPRESSLY PERMITTED HEREIN.

4.9   SCALABLE reserves the right to modify a Licensed Product at any time, for any reason, including but not   limited to removing previously available functionality, with no notice or compensation to Licensee.

10. Termination and Expiration

5.1   Licensee may, at any time, and without cause, terminate this agreement by providing SCALABLE with   thirty (30) days written notice of termination.

5.2   SCALABLE shall have the right, without further liability to the Licensee, to terminate this agreement if the   Licensee commits a material breach thereof, and fails to cure, as acceptable to SCALABLE, within thirty
(30) days after written notice from SCALABLE of the breach.

5.3   Termination or expiration of this agreement shall not release the Licensee from liability to SCALABLE for   accrued and unperformed obligations.

5.4   Upon termination or expiration of this agreement, there shall be no refund by SCALABLE of prior payments. The Licensee shall remain liable for any License Fee or Maintenance Fee, accrued and unpaid   as of the date of termination or expiration.

5.5   Upon expiration or termination of this agreement, for any reason, the Licensee shall, within three

(3) days, delete all copies of the Software from its computers and storage media, including without limitation all backups, and destroy or return to SCALABLE all Software and Documentation. Thereafter, the Software and Documentation shall not be used by Licensee or any Authorized User. The Licensee shall within five

(5) days of expiration or termination of this agreement, provide written certification to SCALABLE of the completion of this termination procedure.

5.6   The following provisions shall survive any termination or expiration of this Agreement: 5.3, 5.4, 5.5, 7.3, 9, 10 and 12.

11. Updates

If Licensee wishes to use an updated version of their licensed software in addition to the Prior Version, then Licensee may only do so on the same Computer on which it has installed and is using the Prior Version. Any obligations that SCALABLE may have to support Prior Versions during the License Term will end upon the installation of the updated version. No other use of the updated version is permitted.

12. Limited Warranty

7.1   SCALABLE warrants that (a) it is the owner of the Licensed Products, (b) it has the right to enter into this agreement, and (c) performance of its obligations under this agreement shall not be unlawful, or in violation of any other contract entered into by SCALABLE.

7.2   Except as otherwise stated in a separate agreement between SCALABLE and Licensee, SCALABLE warrants that the Software, as covered under a current Software Maintenance Agreement, and as originally delivered and unaltered, shall operate substantially as specified in the then effective Documentation, provided that the Software is used with a Supported Computer. SCALABLE does not warrant that the operation of the Software in accordance with the Documentation shall meet any particular needs or requirements imposed or created by the Licensee.

7.3   Licensee's exclusive remedy for breach of Section 7.2 is to have SCALABLE use commercially reasonable efforts during the term of a Software Maintenance Agreement to correct any documented non•conformity of the Software that is reported in writing to SCALABLE. The method of correction of the non-•conformity shall be selected solely by SCALABLE.

13. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 7 AND THE WARRANTIES REQUIRED BY THE TERMS AND CONDITIONS OF THE SCHEDULE 70 CONTRACT AND FAR 52.212-4(O), SCALABLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION FURNISHED UNDER THIS LICENSE AGREEMENT. Each party to this agreement acknowledges and agrees that it has not relied upon any representation or warranty, express or implied, by the other party in entering into this agreement other than those made by each party and contained in this agreement. No representation, including, but not limited to, statements regarding capability, suitability for use, accuracy or performance of the Software, whether made by SCALABLE employees or otherwise, shall be deemed to be a warranty by SCALABLE for any purpose, or give rise to any liability of SCALABLE, unless contained in this agreement, or a written addendum executed by SCALABLE and Licensee. The parties disclaim any applicability of the Uniform Commercial Code or United Nations Convention on Contracts for the International Sale of Goods.

14. Limitation of Liability

SCALABLE SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, COLLATERAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT OR BUSINESS INTERRUPTION) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, OR THE USE, INABILITY TO USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION FURNISHED UNDER THIS LICENSE AGREEMENT, WHETHER IN AN ACTION OF CONTRACT, TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OR OTHER THEORY, EVEN IF SCALABLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS SUCH DAMAGE HAS BEEN CAUSED BY SCALABLE'S WILLFUL MISCONDUCT. IN NO EVENT SHALL SCALABLE'S LIABILITY TO LICENSEE EXCEED THE AMOUNT PAID TO SCALABLE BY THE LICENSEE UNDER THIS LICENSE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

15. Export Rules

Licensee acknowledges that the Software is subject to United States export laws and regulations including but not limited to the U.S. Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR") and may be subject to export and import laws of other countries. The Licensee agrees to comply with the EAR and ITAR, and all other applicable export laws and regulations. Licensee will not export or re-•export the Software, directly or indirectly, to: (a) any countries that are subject to U.S. export restrictions (including, but not limited to, Cuba, Iran, Iraq, North Korea, Sudan, and Syria); (b) any end user whom Licensee knows or has reason to know will utilize them in the design,

development or production of nuclear, chemical or biological weapons; or (c) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government including entities or individuals found on the U.S. screening lists (see U.S. government's consolidated screening list at http://export.gov/ecr/eg_main_023148.asp). In addition, Licensee is responsible for complying with any local laws in Licensee's jurisdiction which may impact its right to import, export, or use the Software. Illegal export or misappropriation in violation of United States export laws by the Licensee will be considered a material breach of the License and SCALABLE may, at its discretion, terminate or suspend its obligations to provide maintenance and support for the Software.

16. Governing Law

This agreement shall be interpreted and construed under the internal substantive laws of the State of California without reference to choice of law or conflict of law principles. This agreement is deemed accepted, executed and performed in California. The state and federal courts located in Los Angeles, California shall have exclusive jurisdiction over any action at law or in equity arising out of or under or relating to this agreement. The parties waive any objection based on personal jurisdiction, venue, and forum non conveniens or similar doctrine.

17. General Provisions

12.1 If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement may only be modified in writing, signed by an authorized officer of SCALABLE. The English version of this agreement will be the version used when interpreting or construing this agreement. This is the entire agreement between SCALABLE and Licensee relating to the

Software and it supersedes any prior   representations, discussions, undertakings, communications, or advertising relating to the Software.

12.2   Either party's failure to exercise any of its rights under this agreement shall not constitute a waiver of any   past, present, or future right or remedy.

18. Notice to U.S. Government End Users

The Software is provided with RESTRICTED RIGHTS. The use, duplication, or disclosure by the Government of the Software is subject to restrictions as set forth in subdivision subparagraphs (a) through (d) of the Commercial Computer Software -•Restricted Rights clause at FAR 52.227-•19, (c)(1)(ii) of   The Rights in Technical Data and Computer Software clause at DFARS 252.227-•7013, and in similar clauses in the NASA FAR Supplement, as applicable. The contractor/manufacturer of this Software is SCALABLE Network Technologies, Inc., whose corporate address can be found Section 1.1.

19. Specific Provisions and Exceptions

This section sets forth specific provisions related to certain products and components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, the terms stated in this section will   supersede such other term or condition.

14.1   Pre-•release Software Additional Terms. If the Software is pre-•commercial release or beta software   ("Pre- •release Software"), then this section applies. The Pre-•release Software does not represent final product from SCALABLE, and may contain bugs, errors, and other problems that could cause system or other failures and data loss. SCALABLE may never commercially release the Pre-•release Software. If Licensee received the Pre-•release Software pursuant to a separate written agreement, then Licensee's use of the Software is also governed by such agreement. Licensee will promptly return or destroy all   copies of Pre- •release Software upon the earlier of SCALABLE's request or upon SCALABLE's commercial release of such Software. LICENSEE'S USE OF PRE-•RELEASE SOFTWARE IS AT ITS OWN RISK. SEE SECTIONS 7, 8 AND 9 FOR LIMITED WARRANTY AND LIABILITY LIMITATIONS THAT RELATE TO PRE-•RELEASE SOFTWARE.

EDU Program Software Product. If the Software is acquired under the provisions of the SCALABLE EDU Program, Licensee is not entitled to use the Software unless Licensee qualifies in its jurisdiction as an Educational User.Approved by GSA 29 MAY 2020

TeleMessage Terms of Service – Mobile Archiver

1. The Service

The Service ("Service") consists of the TeleMessage Mobile Archiver Products. You will be able to send and receive push notifications (messages transmitted via the Internet), SMS messages (messages transmitted via your mobile carrier) and messages to phones referred to as Content ("Content"). You will be able to send and receive messages to anyone in your address book via any combination of media that you and your recipients prefer.

2. License and Restrictions

Subject to these Terms, TeleMessage grants you a non-sublicensable, non-exclusive and

non-transferable license ("License") to use the Service on any personal computer or mobile device that you own or control, in conjunction with these Terms. You will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Service; modify, translate, or create derivative works based on the Service; or copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the Service or any part thereof; or otherwise for the benefit of a third party; or remove any proprietary notices or labels from the Service or any part thereof. As between the parties, you acknowledge that TeleMessage retains ownership of the Service, any portions or copies thereof, and all rights therein. Any commercial copying or distribution, publication or exploitation of the Service, or any content, software, code, data or materials on or from the Service, are strictly prohibited unless you have received express prior written permission from TeleMessage or the applicable rights holder. Unless explicitly stated otherwise, the terms of the License will govern any upgrades provided by TeleMessage that replace or supplement the Service.

Upon termination of these Terms for any reason, this License will terminate, and you hereby agree to cease using the Service.

THE SERVICE IS PROVIDED SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY FOUND IN THESE TERMS.

3. Ownership Rights

The Service, and any other part thereof and any content or information contained therein and all copies thereof are the sole property of TeleMessage. TeleMessage owns all title, copyright, and other intellectual property rights to the Service and to the Site, and to all copies, derivative works thereof and the underlying software ("TeleMessage IP"). Your use of the Service does not grant you any ownership rights in the TeleMessage IP.

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4. Content of Communications

The content of the communication via the Service is beyond the control of TeleMessage and is the sole responsibility of the person from whom such content originated. You understand, therefore, that by using the Service you, may be exposed to content that is offensive, harmful to minors, indecent or otherwise objectionable, and that you use the Service at your own risk.

You hereby acknowledge and agree that you are solely responsible for any content that you and any of your users upload, submit, post, transmit or display through the Service and that TeleMessage is not responsible to you or any third party for any Content that is Used by you or any other user of the Service.

<u>Third Party IP Rights</u>. You agree not to Use any Content that is subject to any third party IP Rights, unless you have a license or specific permission to Use such third party content, and to grant TeleMessage the license set out below.

5. Accounts, Passwords and Security

5.1 To open an account to use the Service (an "Account"), you must complete the registration process by providing us with current, complete and accurate information as prompted by the registration form. You will also receive a password and a unique member identity. You are entirely responsible for maintaining the confidentiality of your password and Account. Furthermore, you are entirely responsible for any and all activities that occur under your Account. You agree to notify TeleMessage of any unauthorized use of your Account or any other breach of security.

5.2. User Account

The Service allows you to create and manage administrator accounts, through which you can purchase and allocate various TeleMessage products and services to various end users ("Users"). You will be responsible for the administration and management of all such User Accounts. The creation of a Service User Account, the purchase of and allocation to a User Account of any TeleMessage products by you, and the use of any TeleMessage products by your Users shall be governed by these Terms.

5.3. Reallocation and Deletion of Accounts

After an Account has been allocated to a specific User, you may request that such Account be allocated to another User or deleted entirely. The traffic data (including text message history and messaging history) in connection with any Account is only visible whilst that Account exists. If you choose to delete an Account, such traffic data will no longer be accessible to you once that Account has been deleted. It is therefore your

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responsibility to back up the traffic data records (if you so wish) before deleting the relevant Account. Any TeleMessage Numbers and TeleMessage Credit that you have allocated to a deleted Account may be reallocated before the Account is deleted. You may take the TeleMessage Numbers back by manually removing them from the Account.

5.4. Password & Email

You shall allocate a Password to each Account that you create, or you may invite a User to set up their own Password. You shall allocate an email address and/or mobile number to each Account that You create. The email address may only be changed by an

Administrator.

You shall (and shall ensure that your Users shall) take all steps to ensure the security of the User ID, password and email address of Accounts at all times. If You suspect that any password has been shared in breach of these Terms or has become known to anyone other than a User to whom the Password has been allocated, then you shall ensure that such password is immediately changed in order to protect your Accounts. It is your responsibility to ensure that your Users refrain from responding to any unsolicited requests for credit card details, passwords or other data. Neither TeleMessage nor its officers, employees or Affiliates may be held liable whether in contract, warranty, tort (including negligence), or any other form of liability for any claim, damage, or loss arising from or relating to any failure by You or your Users to comply with this paragraph 5.4.

5.5. TeleMessage Numbers

TeleMessage can provide you with a unique phone number, which will be allocated to your Account and allow you to send or receive text messages and other data on that number ("TeleMessage Number"). Provision of TeleMessage Numbers is subject to applicable numbering rules and regulatory practices, which may change or be amended from time to time. TeleMessage reserves the right to change the terms related to TeleMessage Numbers accordingly, including without limitation to impose or amend local residency requirements and/or to require the provision of further user information for continued access to defined TeleMessage Numbers.

You may purchase and allocate TeleMessage Numbers to Accounts subject to compliance with the allocation requirements displayed upon subscription to receive a TeleMessage Number. You are responsible for compliance with any requirements related to the residence and/or the location of your Users.

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5.6. Personal and Traffic Data

You shall inform each User that you and your Administrators may obtain and use their personal and traffic data. You acknowledge and agree that you shall process (and shall ensure that your Administrators shall process) such personal data in accordance with all applicable data protection laws. You represent and warrant to keep all such personal and traffic data and protect it strictly in compliance with applicable data protection laws.

You should acknowledge to Users that the TeleMessage Mobile Archiving products such as the Android Archiver and WhatsApp Archiver will utilize the phone's cellular data package

for uploading mobile messages and calls to the archive. Similarly, the Enterprise Number Archiver might utilize the phone's cellular data package for delivering messages and calls to the phone.

5.7. No Unsolicited Communications

Under no circumstances shall you send (or allow your Administrators and/or Users to send) unsolicited commercial communications with respect to your Service Account. You shall not (and you shall ensure that your Administrators and/or Users shall not) send or procure the sending of any communications, including email messages on behalf of, or purporting to originate on behalf of, TeleMessage.

6. Message and Address Book Storage, Outbound Messages and Other Limitations

TeleMessage may, in the future, change its pricing, usage limitations and the limit and amount of storage space available. From time to time, TeleMessage may require users to update the Service software, and may send service and marketing updates, planned disruptions or other information related to the Service to some or all of its users.

7. Users Conduct

Any client, user, customer and company using the TeleMessage Mobile Archiving products must be permitted to archive mobile communication of the company's employees he activates for the service. The archiving should be done only to meet compliance, regulation terms, and corporate governance policies. Client is not permitted to actively archive mobile communication for any individual who is not a Client employee. Client agrees to notify TeleMessage immediately when an employee's employment contract with the company is terminated and disable any mobile archiving services from these employees within 24 hours of their termination. Client also agrees to provide each employee with clear notice of policies regarding the receipt, transmission, storage and use of the employee's mobile communication.

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Any unauthorized commercial use of the Service, or the resale of the Service, is expressly prohibited. You agree to abide by all applicable local, state, national and international laws and regulations and shall be solely responsible for all acts or omissions that occur under any and all of your accounts or passwords, including the content of any of your transmissions via the Service. By way of example, and not as a limitation, you agree not to:

a) Create a false identity or forged email, SMS text message, phone or fax address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the

message.

b) Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

c) Transmit any material that is the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity.

d) Libel, defame or slander any person, or infringe upon any person's privacy rights.

e) Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.

f) Violate any applicable law regarding the transmission of technical data or software through the Service.

g) Violate any applicable law with respect to child pornography or solicitation of minors for sex via the Internet.

h) Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.

i) Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.

j) Interfere with another user's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

k) Telephone solicit funds utilizing computer automated voice.

l) Engage in any other activity that could subject it to criminal liability or civil penalty or judgment.

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8. Termination, Cancellation, and Suspension

a) Termination, Cancellation and/or Suspension by TeleMessage; Disclosure of Information. These Terms and the License granted hereunder may be terminated, canceled and/or suspended by TeleMessage at any time if, in TeleMessage's determination, you breach any of these Terms.

b) Obligations Upon Termination and/or Cancellation. Upon any termination, cancellation and/or suspension of TeleMessage's engagement with you. You are responsible for any obligations then accrued including, but not limited to, payment of any costs or charges that may arise in connection with such termination, cancellation and/or suspension, and payment of all outstanding transaction fees for use prior to said termination, cancellation and/or suspension occurs. your payment and other obligations under these Terms are not suspended, stayed, or otherwise affected by a suspension of your access to or use of Service (in whole or in part) where said suspension arises from your failure to comply with, or your violation of, these Terms or of any law or legal obligation. Upon termination and/or cancellation, for any reason, you agree to immediately cease using the Service and remove all TeleMessage messaging software installed on any computer in your possession or under your control.

c) Termination or Cancellation. You are free to terminate or cancel your engagement with TeleMessage at any time, and for any reason. If you have any questions concerning the appropriate method by which to cancel your engagement with TeleMessage, you should contact a TeleMessage Customer Support representative at the telephone number provided at www.TeleMessage.com.

9. No Warranties or Liabilities

a) GENERAL. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE AND THE INTERNET GENERALLY IS AT YOUR OWN RISK. TELEMESSAGE WILL USE COMMERCIALLY REASONABLE EFFORTS TO MAKE ACCESS TO THE SERVICE AVAILABLE TO YOU THROUGH THE REQUIRED ACCESS PROTOCOLS, BUT MAKES NO WARRANTY OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SERVICE OR ANY PART THEREOF AT ANY PARTICULAR TIME OR ANY PARTICULAR LOCATION.

b) ADDITIONAL LIMITATIONS. WITHOUT LIMITING THE GENERALITY OF THE TERMS SET FORTH IN SECTION 11(a), TELEMESSAGE AND ITS AFFILIATES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS, AND LICENSORS:

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(I) HEREBY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE ACCURACY, COMPLETENESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE SERVICE GENERALLY, AND ANY CONTENT OR SERVICES CONTAINED THEREIN, AS WELL AS ALL EXPRESS AND IMPLIED WARRANTIES THAT THE OPERATION OF THE SERVICE

GENERALLY AND ANY CONTENT OR SERVICES CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE;

(II) SHALL IN NO EVENT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS OR INTERRUPTIONS IN THE SERVICE, OR INSTALLATION AND COMPUTER , MOBILE PHONE OR TABLET DISRUPTIONS RELATED TO THE SERVICE, AND ANY CONTENT OR SERVICES CONTAINED THEREIN;

(III) SHALL IN NO EVENT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR RELATING IN ANY MANNER TO THE USE OR INABILITY TO USE THE SERVICE ENERALLY, AND ANY CONTENT OR SERVICES CONTAINED THEREIN. WITHOUT IN ANY WAY LIMITING THE FOREGOING, TELEMESSAGE SHALL IN NO EVENT HAVE (IN THE AGGREGATE) ANY LIABILITY WHATSOEVER IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF AN AMOUNT EQUAL TO THE MONTHLY TRANSACTION FEES.

(IV) DELIVERY METHODS OF MESSAGES TO VARIOUS COMMUNICATION DEVICES IS SUBJECT TO A COMBINATION OF NETWORK PROVIDERS AND SERVICE PROVIDERS TERMS AND CONDITIONS AND NETWORK STATUS OVER WHICH TELEMESSAGE HAS NO CONTROL. TELEMESSAGE SHALL IN NO EVENT BE LIABLE TO REIMBURSE MESSAGE CREDITS, REIMBURSE PAYMENTS OR HAVE ANY OTHER LIABILITY FOR MESSAGES THAT WHERE SENT VIA THE SERVICE BUT NOT DELIVERED, NOT RECEIVED OR NOT ACCURATELY DISPLAYED, HEARD OR REPRESENTED ON ANY SUCH COMMUNICATION DEVICE.

(V) TELEMESSAGE ALSO SPECIFICALLY DISCLAIMS ANY LIABILITY OF ANY KIND FOR COSTS OR DAMAGES ARISING OUT OF PRIVATE OR GOVERNMENTAL LEGAL ACTIONS RELATED TO YOUR USE OF ANY OF THE TELEMESSAGE SERVICES IN ANY COUNTRY.

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c) HIGH RISK ACTIVITIES. THE SERVICE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-

SAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF SERVICE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). IN ADDITION TO THE OTHER DISCLAIMERS AND LIMITATIONS CONTAINED WITHIN THESE TERMS, TELEMESSAGE AND ITS AFFILIATES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS AND LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES INCLUDING EMERGENCY NOTIFICATION SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, TELEMESSAGE'S LIABILITY (AND THE LIABILITY OF ITS AFFILIATES, AGENTS, CONTENT PROVIDERS AND SERVICE PROVIDERS) SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

d) THE SITE MAY CONTAIN, AND USERS MAY POST VIA THE SERVICE, LINKS TO THIRD PARTY WEBSITES, WHICH ARE NOT UNDER TELEMESSAGE'S CONTROL. TELEMMESAGE SHALL NOT BE RESPONSIBLE FOR THE CONTENT OF ANY SUCH THIRD PARTY WEBSITES, AND THE USE OF WHICH IS AT YOUR JUDGMENT AND RESPONSIBILITY. ALSO NOTE THAT CARRIER ANTI-SPAM ENGINES MIGHT BLOCK MESSAGES WHICH INCLUDE URL SHORTENING LINKS.

e) THE TELEMESSAGE SERVICE AND PURCHASED NUMBERS OR SHORT CODES DO NOT SUPPORT ANY TYPE OF EMERGENCY CALLING.
NOR DOES IT SUPPORT ACTIVATION OF SMS.

f) YOU CAN NOT USE NUMBERS ALLOCATED TO YOU BY TELEMESSAGE TO RECEIVE MESSAGES FOR THE PURPOSE OF IDENTITY VERIFICATION SUCH AS ACTIVATION SMS OR ACTIVATION CALLS, AND THE LIKE.

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g) WHEN USING THE TELEMESSAGE MOBILE ARCHIVING PRODUCTS IN YOUR ORGANIZATION, A USER LICENSE IS REQUIRED PER EACH COMPANY EMPLOYEE. USING THE SAME LICENSE FOR ARCHIVING MULTIPLE

EMPLOYEES IS A VIOLATION OF OUR TERMS OF SERVICE.

10. Application Duplication or Enhancement ("Reverse Engineering")

You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

11. Misc.

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be eliminated and the Terms will otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable or sub-licensable by you except with TeleMessage's prior written consent. These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America without regard to the conflict of law provisions thereof. You and TeleMessage agree to submit to the exclusive jurisdiction of the courts located in the county of Middlesex in the Commonwealth of Massachusetts. The Service shall be deemed a passive server that does not give rise to personal jurisdiction over TeleMessage, whether specific or general, in jurisdictions other than Massachusetts, USA. Both parties agree that these Terms are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind TeleMessage in any respect whatsoever. All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted

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by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized

overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. You and TeleMessage agree that any cause of action arising out of or relating to the Service must commence within 1 year after the cause of action occurs; otherwise, such cause of action is permanently barred.

ZL TECHNOLOGIES, INC. END USER LICENSE AGREEMENT VIA RESELLER

1) ZL Technologies End User License Agreement:

IMPORTANT – MUST READ, THIS EFFECTS YOUR LEGAL RIGHTS

THE GSA CUSTOMER ("YOU") ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AS IT RELATES TO THIS SOFTWARE, AS OF THE DATE EXECUTED BELOW (SUCH DATE, THE "EFFECTIVE DATE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, ZL TECHNOLOGIES IS UNWILLING TO GRANT YOU A LICENSE TO THE SOFTWAREAND YOU MUST DISCONTINUE THE INSTALLATION PROCESS AND PROMPTLY RETURN THE SOFTWARE TO THE PLACE FROM WHICH YOU OBTAINED IT FOR A REFUND.

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT THAT THE GSA CUSTOMER ("YOU") CHECK THAT YOU ARE PURCHASING ZL TECHNOLOGIES SOFTWARE FROM AN APPROVED SOURCE AND THAT THE GSA CUSTOMER ("CUSTOMER") HAS BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS ZL END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER, YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, YOUR SIGNATURE BELOW CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. ZL OR ITS AFFILIATE LICENSING THE SOFTWARE ("ZL") IS WILLING TO LICENESE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT. YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND YOU ARE BINDING THE GSA CUSTOMER TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN ZL IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) ZL; OR (B) A DISTRIBUTOR OR SYSTEMS INTEGRATOR AUTHORIZED BY ZL TO DISTRIBUTE / SELL ZL SOFTWARE AND SERVICES WITHIN THE UNITED STATES TO END USERS; OR (C) A RESELLER AUTHORIZED BY ANY SUCH DISTRIBUTOR OR SYSTEMS INTEGRATOR IN 2 ACCORDANCE WITH THE TERMS OF THE DISTRIBUTOR'S AGREEMENT WITH ZL TO DISTRIBUTE / SELL THE ZL SOFTWARE AND SERVICES WITHIN THE U.S.

2)   ZL Technologies Software Licenses: Subject to the terms and conditions, including use restrictions, of this Agreement, ZL Technologies hereby grants to the End User and the End User accepts a non-exclusive and nontransferrable right to use, for Customer's internal purposes ONLY, this Software and Documentation ("Software"). Customer may be required to input a registration number or product authorization key to register Customer's copy of the Software. Such key will be made available by the Approved Source.

3)	The End User may make one (1) additional copy of the Software for each license purchased, only for back-up or archival reasons. Only one of the two copies can be used. Each permitted copy of all or part of the Software must include all copyright notices, restricted rights legends, proprietary markings and

the like exactly as they appear on the copy delivered by ZL Technologies to the End User. The End User may not rent, lease, sell, sublicense, assign, distribute or otherwise transfer the Software, except as provided in this Agreement. The Software, including any related copyright, trademark, and patent rights are owned by ZL Technologies and will remain the sole and exclusive property of ZL Technologies. The End User shall not copy, modify or merge copies of the Software except as provided in this Agreement. The End User shall not reverse engineer, de-compile or disassemble the Software.

4)	Third Party Technology: ZL Technologies Software may incorporate, or be incorporated in, software and other technology owned and controlled by third parties ("Third Party Technology").

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(iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that ZL is legally required to permit such specific activity pursuant to any applicable open source license;

(iv) Publish any results of benchmark tests run on the Software;

(v)	use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of ZL; or

(vi) Disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of ZL. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by applicable federal law, and pursuant to a new or modified GSA Customer Purchase Order ("Order"), ZL shall make best efforts to reasonably provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which ZL makes such information available.

6. Warranty Disclaimer

(i) THE SOFTWARE IS PROVIDED "AS IS" AND ZL MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THAT CANNOT BE EXCLUDED OR LIMITED BY

APPLICABLE LAW, ZL, MAKE NO WARRANTY, CONDITION, REPRESENTATION, OR TERM (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, ZL MAKES NO WARRANTY THAT THE SOFTWARE WILL PROTECT AGAINST

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7. Intellectual Property

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8. Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL ZL, BE LIABLE TO YOU FOR LOSS OF PROFITS, LOSS OF GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGESINCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY OTHER DAMAGE OR LOSS. IN NO EVENT SHALL ZL, BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PRICE PAID FOR THE SOFTWARE, IF ANY, EVEN IF ZL, WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS/LIMITATIONS OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY ZL'S NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER THE LAW OR THE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. Termination

When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, ZL shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Upon expiration or   termination of the license, the End User agrees to discontinue use of and destroy the Software together   with any copies in any form. The Warranty Disclaimer, Limitation of Liability and Export Administration   sections of this Agreement shall survive termination of this Agreement.

10. General

(i)   NO TECHNICAL SUPPORT: This agreement does not obligate ZL Technologies nor entitle the End User to any updates or upgrades to, or any technical support or phone support for, the Software.

(ii)   Subject to Government security requirements, ZL Technologies may inspect the records of the End User as is necessary to certify the number of achieved and used copies of the software and the number of email accounts where the Software is deployed. The End User shall cooperate with the auditor. If the ZL's audit reveals any overuse of the software licenses granted to the GSA Customer, ZL will provide immediate notice to the GSA Customer of the alleged deficiency and may invoice the GSA Customer for the number of licenses required to bring it into compliance under this Agreement.

11.   U.S. GOVERNMENT END-USERS: Each Software is a "commercial item," as that term is defined at FAR 2.101 , consisting of "commercial computer software" and "commercial computer

software documentation," as such terms are used in FAR 12.212 , and is provided to the U.S. Government as a commercial end item.

Government End Users acquire any Software only with the rights as stated herein, pursuant to the following terms: (i) for acquisition by or on behalf of civilian agencies, consistent with the terms set forth in FAR 52.227-14 "Rights in Data" (Dec. 2007), FAR 12.212 ; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the terms set forth in .DFARS 252.227.7015 "Technical Data-Commercial Items" (Jun. 2013) and other applicable DFARS provisions.

12.   Export Restrictions: You acknowledge that the Software, including technical data, is subject to United States export control laws, including the United States Export Administration Act and its associated regulations, and may be subject to import regulations in other countries. You agree to comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof, are (i) exported, directly or indirectly, in violation of Export Laws, either to countries or nationals that are subject to United States export restrictions or to any End User who has been prohibited from participating in the Unites States export transactions by any federal agency of the United States Government; or (ii) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation. You acknowledge that the Software may include technical data subject to export and re-export restrictions imposed by United States law.

13.   Provision Concerning Licenses: If the End User is granted a license to Software based on the number of copies, Server Licenses, User Licenses or any other factor, then upon the occurrence of a material change to the End User causing an increase in the number of its employees, agents, consultants and/or independent contractors (collectively referred to as "personnel," hereinafter), the GSA Customer will execute a new or modified Order for any

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 611420)

1.   SCOPE

a.   The Contractor shall provide training courses normally available to commercial customers, which   will permit ordering activity users to make full, efficient use of general purpose commercial IT products.   Training is restricted to training courses for those products within the scope of this solicitation.
b.   The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's   location, as agreed to by the Contractor and the ordering activity.

2.   ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under   blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3.   TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4.   CANCELLATION AND RESCHEDULING

a.   The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled   training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to   either cancel the order or reschedule the training at no additional charge. In the event the training class is   rescheduled, the ordering activity will modify its original training order to specify the time and date of the   rescheduled training class.
b.   In the event the ordering activity fails to cancel or reschedule a training course within the time

frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c.   The ordering activity reserves the right to substitute one student for another up to the first day of class.

d.   In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5.   FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6.   PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7.   INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8.   FORMAT AND CONTENT OF TRAINING

a.   The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided   with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.

b.   **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c.   The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d.   The Contractor shall provide the following information for each training course offered:

(1)   The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2)   The length of the course;

(3)   Mandatory and desirable prerequisites for student enrollment;

(4)   The minimum and maximum number of students per class;

(5)   The locations where the course is offered;

(6)   Class schedules; and

(7)   Price (per student, per class (if applicable)).

e.   For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under

the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May

2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b.   All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4.   PERFORMANCE OF SERVICES

a.   The Contractor shall commence performance of services on the date agreed to by the Contractor   and the ordering activity.

b.   The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c.   The ordering activity should include the criteria for satisfactory completion for each task in the   Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d.   Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is   performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors   cannot use GSA city pair contracts.

5.   STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a)   The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the   order is delivered to the Contractor, and for any further period to which the parties may agree. The order   shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order,   the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the   incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within   a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period   to which the parties shall have agreed, the Contracting Officer shall either-

(1)   Cancel the stop-work order; or
(2)   Terminate the work covered by the order as provided in the Default, or the Termination for Convenience   of the Government, clause of this contract.

(b)   If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be   modified, in writing, accordingly, if-

(1)   The stop-work order results in an increase in the time required for, or in the Contractor's cost   properly allocable to, the performance of any part of this contract; and
(2)   The Contractor asserts its right to the adjustment within 30 days after the end of the period of   work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the   Contracting Officer may receive and act upon the claim submitted at any time before final payment under   this contract.

(c)   If a stop-work order is not canceled and the work covered by the order is terminated for the   convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the   stop-work order in arriving at the termination settlement.

(d)   If a stop-work order is not canceled and the work covered by the order is terminated for default,   the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable

costs resulting from   the stop-work order.

6.   INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(MAR 2009) (DEVIATION I – FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4
CONTRACT   TERMS
AND   2008
)
(DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed
under
this contract.

7.   RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or
otherwise)   covering work of this character. If the end product of a task order is software, then
FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all
facilities   necessary to perform the requisite IT Professional Services.

9.   INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be
as an independent Contractor, and not as an agent or employee of the ordering activity.

10.   ORGANIZATIONAL CONFLICTS OF INTEREST

a.   Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or
corporation   that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief
executives,   directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants
and any joint venture   involving the Contractor, any entity into or with which the Contractor
subsequently merges or affiliates, or   any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under
a   proposed ordering activity contract, without some restriction on ordering activities by the
Contractor and   its affiliates, may either (i) result in an unfair competitive advantage to the
Contractor or its affiliates or (ii)   impair the Contractor's or its affiliates' objectivity in performing
contract work.

b.   To avoid an organizational or financial conflict of interest and to avoid prejudicing the best
interests of the   ordering activity, ordering activities may place restrictions on the Contractors, its
affiliates, chief   executives, directors, subsidiaries and subcontractors at any tier when placing

orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11.   INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate.
Progress payments shall be based upon completion of defined milestones or interim

products. Invoices shall be submitted monthly for recurring services performed during the

preceding month.

12.   PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress   payments shall be made only when authorized by the order. For time-and-materials orders, the Payments   under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I –
OCT 2008) (DEVIATION I – FEB 2007) applies to time-andmaterials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and LaborHour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to laborhour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a)   The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract   resulting from this solicitation.
(b)   The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1)   The offeror;
(2)   Subcontractors; and/or
(3)   Divisions, subsidiaries, or affiliates of the offeror under a common control.

13.   RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14.   INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated   separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15.   APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting   Officer, written consent before placing any subcontract for furnishing any of the work called for in a task   order.

16.   DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a.   The Contractor shall provide a description of each type of IT Service offered under Special Item   Numbers 54151S IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a   description of all corresponding commercial job titles (labor categories) for those individuals who will   perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general   experience and minimum education.

Alamo City Engineering Services, Inc. Labor Category Descriptions

1.   Program Manager

Directs and manages all aspects of IT System Development including financial management, contractual issues, evaluations of existing IT procedures and IT project development.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Develops and enforces work standards
2. Provides quality assurance and configuration management
3. Reviews work quality, assigns contractor schedules, and communicates goals, objectives, and policies of the organization to subordinates
4. Oversees financial management and administrative activities, such as budgeting, financial reporting, and manpower and resource planning
5. Performs complex evaluations of existing procedures, processes, techniques, models, and/or systems relating to management problems or contractual issues
6. Supervises and directs staff on a daily basis
7. Experience in project development life cycle phases from inception to deployment, with an ability to provide guidance and direction in these tasks areas as required

JOB SPECIFICATIONS

Requires a Bachelor's degree and fifteen (15) years experience in directing and managing IT systems development or twenty-five (25) years experience in the IT systems development field.

2.   Senior IT Project Support Specialist

Assists in preparing, editing and presenting graphics presentations for IT projects and/or proposals. Advisor to other IT support personnel. Requires high level of experience in IT software development and configuration procedures and policies.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Prepares and edits correspondence
2. Assists in the preparation and graphic presentations
3. Supports the development of IT contract deliverables and required software development reports
4. Acts as advisor to other IT support personnel

JOB SPECIFICATIONS

Requires an Associate's degree and five (5) years experience in graphic design and or IT proposal development; or fifteen (15) years of experience, managing the IT support proposal development team, and maintaining the required IT project reports and files.

3. Quality Assurance/Configuration Management Engineer

Provides Quality Assurance review throughout the software development and configuration life cycle, providing IT technical guidance. Maintains high level of quality assurance for approval of major system installations.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Maintains the level of quality throughout the software life cycle
2. Conducts formal and informal reviews, at predetermined times, throughout the development software life cycle
3. Provides IT technical guidance for personnel performing software development tasks, including review of work products for accuracy, adherence to the IT design concept and to applicable standards
4. Review of software program documentation to assure compliance with client standards/requirements, and for progress in accordance with schedules
5. Coordinates IT problem solution and user satisfaction
6. Make recommendations, if needed, for approval of major IT system installations

JOB SPECIFICATIONS

Requires a Bachelor's degree and three (3) years of experience with software development/configuration; or fifteen (15) years experience in a quality assurance program for software development and configuration management.

4. <u>**Senior System Support Specialist**</u>

Supervises IT activities in the day to day configuration and operation of computer systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Performs system capacity analysis and planning, and optimizes system performance and resource utilization
2. Provides COMMERCIAL OFF THE SHELF installation, license management and maintenance, system configuration and modifications
3. Provides services to include system backup and restoration, user configurations, system privilege controls, role and users definitions, and dynamic upgrade and substitutions of components (memory, disk space, etc.) required in development and integration test beds and environment
4. Ensures computer systems resources are used in an efficient and effective manner
5. Provides highly technical expertise in the use of DATABASE MANAGEMENT SYSTEM.
Evaluates and recommends DATABASE MANAGEMENT SYSTEM products to support validated user requirements
6. Provides assistance to users in resolving system problems, provides system backups, and system maintenance
7. Coordinates the resolution of production-related problems. Ensures production schedules are met

JOB SPECIFICATIONS

Requires an Associate's degree and six (6) years experience as a system support specialist; or ten (10) years of experience, supervising and managing the day-to-day activities of the configuration and operation of computer systems.

5. <u>**System Support Specialist**</u>

Performs system capacity analysis and planning, optimizing IT system performance and resource utilization.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Provides assistance to users in resolving system problems, provides system backups, and system maintenance

2. Supports COMMERCIAL OFF THE SHELF installation, license management and maintenance, system configuration and modifications
3. Provides services to include system backup and restoration, user configurations, role and users definitions, and assists in system upgrade and substitutions of components (memory, disk space etc.) required in development, integration test beds
4. Monitors computer systems resources
5. Coordinates the resolution of production-related problems
6. Supports the day to-day activities of configuration, and operation of the computer systems

JOB SPECIFICATIONS

Requires a high school diploma and four (4) years experience performing system capacity analysis, planning and optimizing system performance; or eight (8) years experience in system analysis, development and planning.

6.   Systems Development Engineer

Manages and participates in design, and development of IT systems, including evaluation, configuration and construction.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Proficient in engineering disciplines such as: electronic engineering, communications engineering 2. Information Technology including network engineering security, interoperability analysis, system standards, military operations (ground, sea, and air), program analysis, requirements analysis, program planning, and cost analysis

JOB SPECIFICATIONS

Requires a Bachelor's degree and five (5) years experience as a System IT development engineer; or eleven (11) years experience applying an organization-wide set of disciplines for the planning, analysis, design, and construction of IT systems on a system-wide basis.

7.   Associate Systems Development Engineer

Supports IT systems development and integration efforts.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Understands the disciplines for planning, analysis, design, and construction of

systems on a system
- wide basis or across a major sector of the enterprise
2. Knowledgeable in one or more IT disciplines such as: electronic engineering, communications engineering, information engineering, network engineering security, interoperability analysis, system standards, program analysis, requirements analysis, program planning and cost analysis

JOB SPECIFICATIONS

Requires a bachelor's degree and five (5) years of experience in IT system development; or ten (10) years experience in supporting IT systems development and integration efforts.

8.   Hardware Support Specialist

Coordinates hardware installation and experienced in network and database security systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES
1. Provides knowledge and experience in one or more disciplines or procedures including hardware installation, repair, calibrating and modifying electronic equipment, unpacking, inspection, test and configuration 2. Trouble shooting functions

JOB SPECIFICATIONS

Requires a high school diploma and five (5) years experience with network and database security systems; or seven (7) years experience with network and database security systems.

9.   Associate Hardware Support Specialist

Experience with hardware support and assists the Hardware Support Specialist.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Provides some knowledge and support in one discipline or procedure including hardware installation, repair, calibrating and modifying electronic equipment, unpacking, inspection, test and configuration
2. IT Help Desk and Trouble shooting functions

JOB SPECIFICATIONS

Requires a high school diploma and one (1) year experience with database security systems; or three (3) years experience in database security management.

10.   Systems Support Engineer

Experienced in Information Systems design and management.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1.   Provides technical expertise for the entire IT system life cycle including concept development, requirements development, system specifications, system analysis, baseline management, IT architectural development, test specifications, product evaluations, modeling, and simulation
2.   Provides configuration management, IT system safety, security, and reliability as well as the IT system maintenance, and domain-specific expertise

JOB SPECIFICATIONS

Requires a bachelor's degree and four (4) years of experience as IT Systems Support Engineer; or fifteen (15) years of experience in both information systems design and management.

11.   Systems Engineer/Architect

Supervises system analysis and develops design methodologies to deal with complex IT systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Expert knowledge of IT systems analysis and design methodologies and tools
2. Experience with large and complex IT systems
3. Duties may include performing, leading, and coordinating the analysis and design of IT system architectures to include software, hardware, and communications and system development, integration, and migration

JOB SPECIFICATIONS

Requires a bachelor's degree and ten (10) years experience as an IT System Engineer; or fifteen (15) years experience in IT system engineering and architecture.

12.   Associate Systems Engineer/Architect

Assist the Systems Engineer/Architect in design and configuration of IT systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1.   Relevant experience includes, but is not limited to, knowledge of IT system analysis and design methodologies and tools, and experience with large and complex systems
2.   Duties may include performing and sometimes leading architecture analysis and design; system development, integration, and migration

JOB SPECIFICATIONS

Requires a bachelor's degree and seven (7) years experience in IT system engineering; or twelve (12) years experience in the IT systems engineering/architecture field.

13.   Senior Systems Administrator

Responsible for overseeing performing IT systems and network management/administration responsibilities.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Provides expertise to properly maintain Information Technology systems operations, monitoring application/system software and hardware operations, routine/high priority system problem identification, and high priority corrective action
2. Coordinates system resource availability with database analysts, system and application programmers, and other users
3. Performs/oversees systems administration and network management/administration responsibilities
4. Ensures compliance with electronic and physical security procedures and standards 5. Directs and train users
6. Provides continuous liaison with users and project staff to identify unique and/or common difficulties and prepare plans for their resolution

JOB SPECIFICATIONS

Requires a bachelor's degree and five (5) years of experience performing IT systems and network management/administration responsibilities; or twelve (12) years experience with IT systems and network management.

14.   Systems Administrator

Experienced in computer systems operations and maintenance.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Provides customer support to provide expertise to properly maintain Information Technology systems operations, monitoring application/system software and hardware operations, routine/high priority system problem identification, and high priority corrective action
2. Provides continuous liaison with users to identify unique and/or common difficulties and prepare plans for their resolution
3. Assists with the coordination of system resource availability with database analysts, system and application programmers, and other users
4. Performs and oversees systems administration and network management/administration responsibilities
5. Ensures/assists with ensuring compliance with electronic and physical security procedures and standards

JOB SPECIFICATIONS

Requires an associate's degree and six (6) years of experience in computer systems operations/maintenance; or ten (10) years experience in computer systems operations/maintenance field.

15. Curriculum Development Specialist

Responsible for developing and implementing specific client IT instructional training programs for the software implementation and configuration.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Develops and prepares IT programs for client training scenarios and approaches for particular client information
2. Identifies the best approach in meeting specific IT program requirements
3. Identifies both IT hardware and software components, considers different approaches for each client systems application training

JOB SPECIFICATIONS

Requires a bachelor's degree and three (3) years of experience in developing and implementing IT programs; or five (5) years experience developing and implementing IT programs.

16. Senior Technical Writer

Experienced in applying word processing techniques to IT and technical subject matter. Ability to convey and communicate knowledge of ADP systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Highly developed writing and verbal communication skills required
2. Ability to effectively communicate with personnel at all levels
3. Excellent computer and word processing skills to produce all required written work in final form
4. IT hardware/software descriptions

JOB SPECIFICATIONS

Requires an associate's degree and eight (8) years experience as a Technical Writer in an IT environment; or fifteen (15) years in business administration/IT administration in an IT environment.

17.   Technical Writer

Experienced in applying word processing techniques to technical or IT subject matter. Ability to convey and communicate knowledge of ADP systems. Assists the Senior Technical Writer.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Highly developed writing and verbal communication skills required. Ability to effectively communicate with personnel at all levels
2. Excellent computer and word processing skills to produce all required written work in final form
3. IT hardware/software descriptions

JOB SPECIFICATIONS

Requires an associate's degree and four (4) years experience as a Technical Writer in an IT environment; or seven (7) years in IT document reporting and administration in an IT environment.

18.   Computer Systems Specialist

Coordinates mini or client server systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1.   Relevant experience includes, but is not limited to, operating mainframe, mini or client/server based computer systems

2.   Duties may include monitoring and supporting computer processing, coordinating input, output, and file media

JOB SPECIFICATIONS

Requires an associate's degree or three (3) years experience as a Computer Specialist; or six (6) years experience with IT systems, specifically mini and client servers.

19.   Information Assurance Manager

Duties include overall IT system security, IT systems security testing, and assurance that certifications and accreditations are current and effective.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Responsible for the overall security integrity of all IT systems
2. Must ensure all systems are security tested, certified, and accredited
3. Must maintain a system development life cycle for each system to ensure all necessary security phases are met
4. Maintain a security patch management database and a configuration management database to ensure the integrity of the systems
5. Be aware of all security alerts and advisories released from vendors and software manufacturers
6. Must be able to write detailed incident reports and present them to government officials 7. Responsibilities also include management of a security team to provide incident response, security testing, Federal Information Security Management Act reporting, and documentation integrity. Documentation includes all documents pertaining to Certification and Accreditation (C&A) including system security plans, risk assessments, network diagrams, environmental hazards, incidents, and life cycle documents

JOB SPECIFICATIONS

Requires a Bachelors Degree and ten (10) years of experience, or fifteen (15) years of experience managing the information assurance procedures for IT systems security.

20.   Classified Tripwire Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Installation and configuration of Tripwire configuration management and audit software in a classified environment

JOB SPECIFICATIONS

Requires ten (10) years of network and security experience, maintains Tripwire installation certification and maintains Top Secret security clearance.

21.   Unclassified Tripwire Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Installation and configuration of Tripwire configuration management and audit software in a standard environment

JOB SPECIFICATIONS

Requires ten (10) years of network and security experience and maintains Tripwire installation certification.

22.   Senior Microsoft Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Creates solutions using Microsoft Products. Experienced with Microsoft Products and Services

JOB SPECIFICATIONS

Certified Microsoft Engineer

23.   Microsoft Engineer
PRINCIPAL DUTIES AND RESPONSIBLIITIES
1. Creates solutions using Microsoft Products. Experienced with Microsoft Products and Services

JOB SPECIFICATIONS

Certified Microsoft Engineer

24.   Junior Microsoft Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Creates solutions using Microsoft Products. Experienced with Microsoft Products and Services

JOB SPECIFICATIONS

Certified Microsoft Engineer

25.   Senior 1E Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Creates Solutions using 1E Products. Experienced with 1E Products and Services

JOB SPECIFICATIONS

Certified 1E Engineer

26.   1E Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

1. Creates Solutions using 1E Products. Experienced with 1E Products and Services

JOB SPECIFICATIONS

Certified 1E Engineer
27.   Junior 1E Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES
1. Creates Solutions using 1E Products. Experienced with 1E Products and Services

JOB SPECIFICATIONS

Certified 1E Engineer

28. **Open Source Program Manager**

Experience as a developer and community manager on multiple open source projects; experience releasing 3rd-party code as open source; experience using and deploying open source software in large- scale enterprises. Has active account on one or more public open source project hosting sites.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Oversee entire engagement. Coordinate technical work (including in-house and third-party technical work) to use open source community involvement as much as possible in meeting client's needs. Assist client with public messaging, with building a maintenance consortium, and with monitoring and maintaining consistency between different instantiations of the code base. Monitor deployability and maintainability, including organizing and channeling third-party feedback on deployments and on data import/export process. Organize hackathons and events related to the open source product. Advise on open source and open technology process generally, including but not limited to advice on RFI/RFP language and contract language.

JOB SPECIFICATIONS

Bachelor's degree in C.S. or E.E. + 8 years open source experience, OR 15 years open source experience.

29. **Open Source Project Manager**

Experience as a developer and manager on multiple open source projects. Has active account on one or more public open source project hosting sites.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Manage day-to-day interactions with client, especially on technical work. Manage day-to-day interactions between Software Engineer and client's other contractors who are involved in technical work on the open source product. Help ensure that all contributions, including those from client's other contractors and from third parties, are properly and consistently incorporated into public open source repositories as appropriate. Monitor community forums, bug tracking database, wiki, documentation, etc. Provide prioritization guidance on technical tasks. Manage Software Engineers.

JOB SPECIFICATIONS

Bachelor's degree in C.S. or E.E. + 6 years open source experience, OR 10 years open source experience.

30. **Open Source Software Engineer**

Experience as a developer on at least two open source projects. Has active account on one or more open source project hosting sites.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Make technical improvements to the open source product as required for successful deployment by third parties. Code, document, and test various aspects of the product, including but not limited to the data import (ETL) process, data export and APIs, and deployment scripts. Coordinate with other engineers making technical contributions, including both engineers from client's other contractors and from involved third parties.

JOB SPECIFICATIONS

Bachelor's degree in C.S. or E.E. + 4 years open source experience, OR 8 years open source experience.

31. **Executive Management**

Experienced in executive level management and decision making processing.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Interface with government executive level customers; assist in executive level decision making processes as well as all matters of executive interest. Work closely with executives within the Federal Government as well as executives within Prime contracting teaming partners and Subcontracting teaming partners. Hold decision making authority for the company.

JOB SPECIFICATIONS

Master of Science Degree + 20 Years of management experience or a bachelor's degree with 30 years of management experience.

32. **Senior Financial Management**

Experienced in executive level financial management and the financial decision making process.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Interface with government executive financial customers, assist in executive financial level decision making processes as well as all matters of executive interest. Work closely with executives within the Federal Government as well as executives within Prime contracting teaming partners and Subcontracting teaming partners. Hold financial decision making authority for the company.

JOB SPECIFICATIONS

Bachelor's Degree + 1 Year of management experience. Work experience may be substituted for years of education, 4 years of work experience equals a bachelor's degree or an associate's degree with 2 years of work experience equals a bachelor's degree.

<u>Alamo-CS-L2- Associate Nlyte Consultant Alamo-CS-L2-SC Alamo-CS-L2-SO</u>

Associate Nlyte Consultant: Basic installation and configuration of the out-of-the-box (OTB) product, no customizations and very little experience required. May also be part of a large implementation coupled with a Level 3, Level 4, or large team of consultants.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Understanding of Data Center Infrastructure Management (DCIM), Knowledge of Windows Server,
IIS, and VMWare, Intermediate level knowledge of MS Excel, has a working knowledge of Microsoft SQL Server Administration and query writing, knowledge of servers and networking, Knowledge of how industrial cooling and power functions.

JOB SPECIFICATIONS

Typically holds (4) year degree in computer science or related field or equivalent education and experience. (Job Level 2).

<u>Alamo-CS-L3- Nlyte Consultant Alamo-CS-L3-SC Alamo-CS-L3-SO</u>

Expert in particular IT disciplines
PRINCIPAL DUTIES AND RESPONSIBLIITIES

Responsible for analyzing client IT operations and environment and designing a specific solution that includes Nlyte products and non-Nlyte technology. Interacts with client executives on a routine basis.
ITIL Foundation Certified. Working knowledge of, and proficiency in Data Center Infrastructure Management (DCIM). Knowledge of Windows Server, SQL, IIS, and

VMWare, Knowledge of Building Management Systems (BMS), and Enterprise Management System (EMS).

JOB SPECIFICATIONS

Typically holds (4) year degree in computer science or related field or equivalent education and experience.(Job Level 3).

Alamo-CS-L4- Sr. Nlyte Consultant Alamo-CS-L4-SC Alamo-CS-L4-SO

Responsible for configuring Nlyte solutions to address specific client needs and objectives.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Can design project approach and tailor Nlyte methodology to client's needs and priorities. Expert in particular Nlyte products and solutions. Leads teams of consultants to plan, execute, and deliver project phases. Can train client personnel on proper use of Nlyte products and/or Nlyte solutions. Interacts with client project leads and client management. ITIL Foundation Certified. Working knowledge of, and proficiency in Data Center Infrastructure Management (DCIM). Knowledge of Windows Server, SQL, IIS, and VMWare, Knowledge of Building Management Systems (BMS), and Enterprise Management System (EMS), Knowledge of how industrial cooling and power functions.

JOB SPECIFICATIONS

Typically holds (4) year degree in computer science or related field or equivalent education and experience. (Job Level 4).

Alamo-CS-L4-2- Nlyte Project Manager Alamo-CS-L4-2-SC Alamo-CS-L4-2-SO

Responsible for managing large-scale implementations of Nlyte Software products.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Duties include planning, distributed architectural design, contract and financial reporting, technical resource assessment, consultant task management, and analysis of training and support requirements. Facilitates the implementation and team communication required to provide services to address customer objectives. Provides coordination and management required for the delivery of solutions, monitors and reports financial status and contract necessities to the client. PMP Certification.

JOB SPECIFICATIONS

Typically holds (4) year degree in computer science or related field or equivalent education and experience. (Job Level 4).

Alamo-CS-L4-3- Sr. Nlyte Project Manager Alamo-CS-L4-3-SC Alamo-CS-L4-3-SO

A Nlyte Sr. Project Manager is responsible for managing enterprise-scale implementations of Nlyte Software products, including designing the implementation to facilitate the capabilities of new and existing IT infrastructures.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

This individual has knowledge of all aspects of operations management, and provides technical leadership and architectural direction for project objectives. This individual effectively leads large teams of multi-disciplined personnel to implement complex, business-centric IT solutions. This individual is effective at performing customer briefings, is articulate and communicates to diverse levels the intricacies of IT architectures and their applicability to solving business solutions. ITIL Foundation Certified. PMP Certification. ITIL Foundation Certified.

JOB SPECIFICATIONS

Typically holds (4) year degree or advanced degree in computer science or related field or equivalent education and experience. (Job Level 5).

Alamo-CS-L5-2- Nlyte Solutions Architect Alamo-CS-L5-2-SC Alamo-CS-L5-2-SO

Leads highly complex and uncommon solution design when required.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Tasks and document deliverables are highly complex and architectural in nature (i.e. functional requirements, solution design, database design, high-availability and disaster recovery planning.) Management of a large project or program (multiple projects) with complex planning required.
Multiple deliverables and a large resource team to deliver. Working knowledge of, and proficiency in Data Center Infrastructure Management (DCIM). Knowledge of Windows Server, SQL, IIS, and VMWare, Knowledge of Building Management Systems (BMS), and Enterprise Management System (EMS), Knowledge of how industrial cooling and power functions.

JOB SPECIFICATIONS

Typically holds (4) year degree in computer science or related field or equivalent education and experience. Job Level 5).

Alamo-CS-L5-3- Nlyte Principal Consultant Alamo-CS-L5-3-SC Alamo-CS-L5-3-SO

Expert in particular IT disciplines.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Responsible for analyzing client IT operations and environment and designing a specific solution that includes Nlyte products and non-Nlyte technology. Interacts with client executives on a routine basis. Provides subject matter expertise in the design and management of enterprise systems and architectures for large complex environments. He/she has industry and/or customer recognition as an experienced IT architect and capable of implementing complex IT solutions. Experience and knowledge of key systems disciplines that include customer service and support, Service level management, problem management, network management, capacity/performance management, configuration management.
Working knowledge of, and proficiency in Data Center Infrastructure Management (DCIM). Knowledge of Windows Server, SQL, IIS, and VMWare, Knowledge of Building Management Systems (BMS), and Enterprise Management System (EMS).

JOB SPECIFICATIONS

Typically holds (4) year degree in computer science or related field or equivalent education and experience. (Job Level 5).

1-4Days. ForeScout Services - 1 to 4 days of service.

5 Years as a Network Engineer plus 2 Years as a Forescout Administrator/Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

ForeScout Services - 1 to 4 days of service. (Per day for up to 4 Days). If you purchase 4 days of service but use more than your purchase, you are not entitled to the greater discount. These services will be performed by certified ForeScout Engineers/Administrators who will only address ForeScout solutions.

JOB SPECIFICATIONS

Certified ForeScout Administrator/ Engineer

5-10Days. ForeScout Services - 5 to 10 days of service.

5 Years as a Network Engineer plus 2 Years as a Forescout Administrator/Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

ForeScout Services - 5 to 10 days of service. (Per day for up to 10 Days) If you purchase 10 days of service but use more than your purchase, you are not entitled to the greater discount. These services will be performed by certified ForeScout Engineers/Administrators who will only address ForeScout solutions.

JOB SPECIFICATIONS

Certified ForeScout Administrator/ Engineer

11-30Days. ForeScout Services - 11 - 30 days of service.

5 Years as a Network Engineer plus 2 Years as a Forescout Administrator/Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

ForeScout Services - 11 - 30 days of service. (Per day for up to 30 Days) If you purchase 10 days of service but use more than your purchase, you are not entitled to the greater discount. These services will be performed by certified ForeScout Engineers/Administrators who will only address ForeScout solutions.

JOB SPECIFICATIONS

Certified ForeScout Administrator/ Engineer

C1-4Days. Clearance: ForeScout Services - 1 to 4 days of service.

5 Years as a Network Engineer plus 2 Years as a Forescout Administrator/Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Classified - Representative holds an active TS Security
Clearance: ForeScout Services - 1 to 4 days of service. (Per day for up to 4 Days). If you purchase 4 days of service but use more than your purchase, you are not entitled to the greater discount. These services will be performed by certified ForeScout Engineers/Administrators who will only address ForeScout solutions.

JOB SPECIFICATIONS

Certified ForeScout Administrator/ Engineer

C5-10Days. Clearance: ForeScout Services - 5 to 10 days of service.

5 Years as a Network Engineer plus 2 Years as a Forescout Administrator/Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Classified - Representative holds an active TS Security
Clearance: ForeScout Services - 5 to 10 days of service. (Per day for up to 10 Days) If
you purchase 10 days of service but use more than your purchase, you are not entitled
to the greater discount. These services will be performed by certified ForeScout
Engineers/Administrators who will only address ForeScout solutions.

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JOB SPECIFICATIONS

Certified ForeScout Administrator/ Engineer

C11-30Days. Clearance: ForeScout Services - 11 - 30 days of service.

5 Years as a Network Engineer plus 2 Years as a Forescout Administrator/Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Classified - Representative holds an active TS Security
Clearance: ForeScout Services - 11 - 30 days of service. (Per day for up to 30 Days) If
you purchase 10 days of service but use more than your purchase, you are not entitled
to the greater discount. These services will be performed by certified ForeScout
Engineers/Administrators who will only address ForeScout solutions.

JOB SPECIFICATIONS

Certified ForeScout Administrator/ Engineer

Emergency. ForeScout Services - Hour (Onsite or Remotely)

6 Years as a Network Engineer plus 2 Years as a Forescout Administrator/Engineer

PRINCIPAL DUTIES AND RESPONSIBLIITIES

ForeScout Services - Hour (Onsite or Remotely) These services will be performed by certified ForeScout Engineers/Administrators who will only address ForeScout solutions.

JOB SPECIFICATIONS

Certified ForeScout Administrator/ Engineer

D1.   Call Order Project Manager.

Experience in call order project management in highly complex environments.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Serves as the project manager for a large, complex Call Order (or a group of Call Orders affecting the same common/standard/migration system) and shall work with the Government Contracting Officer (KO), the Call Order-level TMs, Government management personnel and customer agency representatives. Oversees the overall management of the specific Call Order(s) and insuring that the technical solutions and schedules in the Call Order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

JOB SPECIFICATIONS

BA/BS in a technical or managerial discipline and PMP with at least 10 years of experience.

D2.   Quality Assurance Manager.

Experience as a Quality Assurance Manager developing processes for managing quality control.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Establishes and maintains a process for evaluating software and associated documentation. Determines the resources required for quality control. Maintains the level of quality throughout the software life cycle. Conducts formal and informal reviews at pre-determined points throughout the development life cycle. Provides daily supervision and direction to support staff.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D3.   Quality Assurance Analyst.

Experience as a Quality Assurance

Analyst. **PRINCIPAL DUTIES AND**

RESPONSIBLIITIES

Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure Government standards/requirements are

adhered to, and for progress in accordance with schedules. Coordinates with the Project Manager and/or Quality Assurance Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates and end user representatives. Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure Government standards/requirements are adhered to, and for progress in accordance with schedules. Coordinates with the Project Manager and/or Quality Assurance Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates and end user representatives.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D4.   Project Control Specialist.

Experience as a Project Control Specialist.

PRINCIPAL DUTIES AND

RESPONSIBLIITIES

Directs all financial management and administrative activities, such as budgeting, manpower and resource planning, and financial reporting. Performs complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues which would require a report and recommend solutions.
Develops work breakdown structures, prepare charts, tables, graphs and diagrams to assist in analyzing problems. Provides daily supervision and direction to staff.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D5.   Program Administration Specialist

Assists in preparation of planning and

reports. **PRINCIPAL DUTIES AND**

RESPONSIBLIITIES

Coordinates schedules to facilitate completion of proposals, contract deliverables, Call Order review, briefings/ presentations and IPR preparation. Performs analysis, development and review of program administrative operating procedures.

JOB SPECIFICATIONS

At least 3 years of experience.

D6.   Senior Functional Analyst.

Senior Individual responsible for all functional analysis.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Analyze user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Provides daily supervision and direction to support staff.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D7.   Functional Analyst.

Junior Functional Analyst personnel.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Analyze user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D8.   Principal Systems Architect.

Establishes system information requirements to help enterprise-wide or large-scale information systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Establishes system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Determines and identifies high level functional and technical requirements based on interactions with the user community and knowledge of the enterprise architecture. Designs architecture to include the software, hardware and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Identifies, assesses, and presents options for meeting the functional and technical requirements including hardware and software updates or upgrades. Develops high level system design diagrams. Ensures these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the

implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Ensures that the common operating environment is compliant. Evaluates analytically and systematically problems of work flows, organization and planning and develops appropriate corrective action. Provides daily supervision and direction to staff.

JOB SPECIFICATIONS

MA/MS in a technical discipline with at least 15 years of experience.

D9.   Senior Systems Architect

Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Identifies, assesses, and presents options for meeting the functional and technical requirements including hardware and software updates or upgrades. Develops high level system design diagrams. Ensures these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Ensures that the common operating environment is compliant. Evaluates analytically and systematically problems of work flows, organization and planning and develops appropriate corrective action.

JOB SPECIFICATIONS

BA/BS with at least 10 years of experience.

D10.   Principal Information Engineer

Applies an enterprise-wide set of disciplines for the planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Develops analytical and computational techniques and methodology for problem solutions. Utilizes performance analysis to predict performance trends, and identify unique and systemic performance anomalies. Provides specialized knowledge of systems operations, risk management principals, and leading-edge industry technologies to develop enterprise level migration and consolidation plans that result in minimum risk, optimum performance solutions. Interfaces with all levels of IT customer and operations staff. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools. Applies reverse engineering and re-engineering disciplines to develop migration strategic and planning documents. Has experience with such methodologies as IDEF 0 process modeling and IDEF
1x data modeling. Provides technical guidance in software engineering techniques and system design and technology issues relating to system migration and consolidation.

JOB SPECIFICATIONS

BA/BS or MA/MS with at least 10 years of experience.

D11.   Information Engineer (Intermediate)

Under broad direction, designs and implements data processing systems which meet customer business needs, leads and participates in system design teams.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Plans, schedules and coordinates project implementations and ensures that customer requirements are met. Assists others on technical or industry-related issues. Anticipates customer problems and recommends solutions. Applies business process improvement practices to reengineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business   methods and performance measurement techniques. Assist in establishing standards for information   systems procedures. Develops and applies organization-wide information models for use in designing   and building integrated, shared software and database management systems. Constructs sound, logical   business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives. Provides daily supervision and   direction to staff.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D12.   Information Engineer (Associate)

Under general direction, applies specialization within a line of business to provide programming and technical leadership in support to provide programming and technical leadership in support of customer needs, develops, codes, tests and implements computer programs and subsystems utilizing multiple programming languages.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Leads subsystem design and participates in system design projects, assists on coding, testing, implementation, and documentation projects. Participates in implementations, major system upgrades or enhancements, and conversions. Interfaces with customers to define system requirements and priorities. Analyzes and assists others in resolving production problems, supports business studies, costing and feasibility studies and proposal preparation efforts.

 JOB SPECIFICATIONS
BA/BS with at least 3 years of experience.

D13.   Computer Systems Analyst (Lead)

Provides technical and administrative direction for personnel performing software development tasks,   including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D14.   Computer Systems Analyst (Intermediate)

Analyzes and develops computer software possessing a wide range of capabilities, including numerous   engineering, business and records management functions.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed.

Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D15. Computer Systems Analyst (Associate)

Analyzes information requirements.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Evaluates analytically and systematically problems of workflows, organization, and planning and assists Senior Computer Systems Analyst and Computer Systems Analyst develop appropriate corrective action.

Helps develop plans for automated information systems from project inception to conclusion. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs and tests. Under the supervision of a Senior Computer Systems Analyst or a Computer Systems Analyst coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D16. Senior Applications Engineer

Senior Engineer who analyzes and studies complex system requirements.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer-Aided Software Engineering (CASE) tools. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time and improving current techniques. Supervises software configuration management.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D17.   Applications Engineer

Analyzes and studies complex system requirements.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer-Aided Software Engineering (CASE) tools. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time and improving current techniques.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D18.   Senior Applications Programmer

Analyzes functional business applications and design specifications for functional activities.
PRINCIPAL DUTIES AND RESPONSIBLIITIES

Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

 JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D19.   Applications Programmer

Participates in the design of software tools and subsystems to support reuse and domain analysis.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Assists Applications Engineer and Applications Programmer to interpret software requirements and design specifications to code and integrate and test software components.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

**D20.	Student Applications Programmer**

Assists with the analysis of information requirements.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Aids in the evaluation of problems with workflow, organization, and planning and helps develop appropriate corrective action.

JOB SPECIFICATIONS

Current enrollment in a technical degree program.

**D21.	Senior Database Management**

Specialist Manages the development of

database projects. **PRINCIPAL DUTIES AND**

RESPONSIBLIITIES

Plans and budgets staff and data base resources. When necessary, reallocates resources to maximize   benefits. Prepares and delivers presentations on database management systems (DBMS) concepts. Provides daily supervision and direction to support staff.
JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

**D22.	Database Administrator**

Under general direction, implements, monitors, and reorganizes databases, codes, tests, implements, and maintains database architectures.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Executes utility requirements such as reorganization, back-up and recovery. Analyzes and resolves database system production problems. Analyzes user requirements and statistics, and participates in database design and performance evaluation reviews. Advises systems engineers on database coding   issues. Prepares system documentation. Can also be involved in the data modeling process.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D23. Database Management Specialist

Provides highly technical expertise in the use of DBMS.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Evaluates and recommends available DBMS products to support validated user requirements.

Defines file organization, indexing methods and security procedures for specific user applications.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D24. Operations Manager

Manages computer operations.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Ensures production schedules are met. Ensures computer system resources are used effectively. Coordinates the resolution of production-related problems. Ensures proper relationships are established between customers, teaming partners and vendors to facilitate the delivery of information technology services. Provides users with computer output. Supervises staff operations.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D25. Senior Systems Administrator

Organizes and directs the configuration and operation of information management systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Directs the work of other system administrators to provide the day-to-day system administration to include system and resource optimization, and user assistance. Conducts capacity and performance analysis, and provides system configuration change and upgrade recommendations. Increases system administrator efficiency and accuracy via the use of automated tools and scripts, develops system administrator procedures, and conducts system administrator training and skills assessment.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D26.   Systems Administrator

Supervises and manages the daily activities of configuration and operation of business systems which may be mainframe, mini, or client/server based.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D27.   Systems Operator

Monitors and supports computer processing.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Coordinates input, output and file media. Distributes output and controls computer operation which may be mainframe, mini, or client/server based.

JOB SPECIFICATIONS

At least 3 years of experience.

D28.   Senior Training Specialist

Senior Specialist who conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Develops all instructor materials (course outline, background material, and training aids). Develops all   student materials (course manuals, workbooks, handouts, completion certificates, and course critique   forms). Trains personnel by conducting formal classroom courses, workshops, seminars and/or   computer based/computer aided training. Provides daily supervision and direction to staff.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D29.   Training Specialist

Conducts the research necessary to develop and revise training courses.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D30.   Instructional Systems Designer (Lead)

Analyzes, designs, develops, delivers and evaluates training and support materials.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Conducts needs analysis of groups, processes, jobs, tools, or products to identify performance requirements of training and curricula. Determines appropriate design to ensure that training products   are instructionally and educationally sound and develops training materials based on results of content   research conducted with subject matter experts and customers. Selects and provides guidance on use   of various types of media to be integrated into training products. Evaluates training products and   services to measure effectiveness in achieving desired results. Delivers training courses supporting   specific customer or corporate business needs and provides guidance to other instructors. Leads the   application of new development and delivery technologies and techniques by piloting the new   programs, developing supporting instructional tools, and coaching other users. Leads instructor certification efforts. May provide tutoring and extensive supplementary training to individual participants based on need/request.
BA/BS with at least 5 years of experience.

D31.   Instructional Systems Designer (Intermediate)

Under minimal direction, conducts needs analysis of groups, processes, or products to identify performance requirements of training and curricula to insure effectiveness in achieving desired training   results and meet mission objectives.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Analyzes, delivers, and evaluates training and support materials. Assures delivery of training courses supporting specific customer needs. Enhances customer satisfaction and loyalty by assisting in the definition, implementation, rollout, marketing, and continual evaluation of the program. Provides consulting services to customer on all program aspects to include program development, organizational   readiness, and marketing strategies. Manages implementation/deployment projects for new and   upgraded products and services. Coordinates interaction between Government and

contractor to   support and enhance client program initiatives, quality assurance, and problem resolution. Contributes   directly to the building of customer goodwill, satisfaction, and loyalty. Facilitates defining/enhancing the client's business needs, goals, success criteria, and program strategy. Demonstrates excellent   teamwork and strategic partnership skills and abilities.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D32.   Help Desk Manager

Provides daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Serves as the first point of contact for troubleshooting hardware/software PC and printer problems.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D33.   Help Desk Specialist

Provides phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems. BA/BS with at least 3 years of experience.

D34.   Hardware/Software Specialist

Reviews computer systems in terms of machine capabilities and man-machine interface.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Prepares reports and studies concerning hardware and/or software. Keeps abreast of emerging operational support technologies and industry trends. Prepares functional requirements and specifications for hardware/software acquisitions. Monitors system performance, gathers data, and prepares management reports. Ensures that problems have been properly identified and solutions will satisfy the user's requirements.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D35. Senior Hardware/Software Installation Technician

Monitors, operates and maintains hardware, and software, for a computing platform.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Organizes and directs hardware installations on site surveys. Assesses and documents current site network configuration and user requirements. Maintains disaster recovery procedures for hardware and resident software, and related network communications equipment. Designs and optimizes network topologies. Analyzes and develops new hardware requirements and prepares specifications for hardware acquisitions. Directs and leads preparation of engineering plans and site installation technical design packages. Develops hardware installation schedules. Mobilizes installation teams. Directs and   leads preparation of drawings documenting configuration changes at possibly different sites. Prepares   site installation and test reports. Coordinates post installation operations and maintenance support.
Performs system backup and recovery activities. Audits the hardware/software inventory to ensure integrity as well as licensing compliance. Updates and maintains site administration manual documentation. May provide user orientation on hardware and software operations.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D36. Hardware/Software Installation Technician

Conducts sites surveys; assesses and documents current site network configuration and user requirements.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs and optimize network topologies. Analyzes existing requirements and prepares specifications for hardware/software acquisitions. Prepares engineering plans and site installation Technical Design Packages. Develops hardware/software installation schedules. Prepares drawings documenting configuration changes at possibly different sites. Prepares site installation and test reports. Configures computers, communications devices and peripheral equipment. Installs network hardware/software. Trains site personnel in proper use of hardware/software. Builds specialized interconnecting cables. Performs first line support for service interruptions such as printer routings, power outages, wiring problems, and malfunctioning servers. Escalates unresolved problems to expedite resolution.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D37.   Senior Network Installation Technician

Organizes and directs network installations on site surveys.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Assesses and documents current site network configuration and user requirements. Designs and optimizes network topologies. Directs and leads preparation of engineering plans and site installation   Technical Design Packages. Develops installation schedules. Mobilizes network installation team.
Directs and leads preparation of drawings documenting configuration changes at different sites. Prepares site installation and test reports. Coordinates post installation operations and maintenance support.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D38.   Network Installation Technician

Conducts site surveys, assesses and documents current site network configuration and user requirements.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs and optimizes network topologies. Follows engineering plans and site installation Technical Design Packages. Develops installation schedules. Works with network installation team. Assists in the   preparation of drawing and documenting configuration changes at different sites. Prepares site installation and test reports.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D39.   Communications Network Manager
Evaluates communication hardware and software, troubleshoots LAN/MAN/WAN and other network related problems, provides technical expertise for performance and configuration of networks.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Performs general LAN/MAN/WAN administration, provides technical leadership in the integration and   test of complex large-scale computer integrated networks. Schedules conversions and cutovers. Oversees network control center. Supervises maintenance of systems. Coordinates with all responsible users and sites. Supervises staff.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D40.   Communications Specialist

Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes and throughput) and recommends procurement, removals and modifications to network components.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs and optimizes network topologies and site configurations. Plans installations, transitions and cut-overs of network components and capabilities. Coordinates requirements with users and suppliers.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D41.   Principal Business Process Reengineering Specialist

Applies process improvement and reengineering methodologies and principles to conduct process modernization projects.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Provides effective transitioning of existing project teams and the facilitation of project teams in the accomplishment of project activities and objectives. Provides group facilitation, interviewing, training,   and provides additional forms of knowledge transfer. Key coordinator between multiple project teams   to ensure enterprise-wide integration of reengineering efforts. Provides daily supervision and direction   to Business Process Reengineering Specialist.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D42.   Senior Business Process Reengineering Specialist

Applies process improvement and reengineering methodologies and principles to conduct process modernization projects.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Duties include activity and data modeling, developing modern business methods, identifying best practices and creating and assessing performance measurements. Provides group facilitation, interviewing, training and provides additional forms of knowledge transfer. May work under the supervision and direction of a Principal Business Process Reengineering Specialist or may work

independently.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D43.   Cost Analyst

Performs Functional Economic Analysis (FEA) to evaluate the costs of alternative ways to accomplish functional objectives.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

The FEA states investment costs, benefits and risks as a net change to the functional baseline cost, the cost of doing business now and in the future. Ensures that cross-functional, security and other integration issues are addressed.

JOB SPECIFICATIONS

BA/BS in a technical or financial discipline with at least 3 years of experience.

D44.   Data Standardization Specialist

Provides technical support in the evaluation of prime object names, data elements and other objects.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Evaluates proposed objects and their attributes. Ensures that proposed object definitions are clear, concise, technically correct and that they represent singular concepts. Ensures that the values of object attributes and domains are accurate and correct. Ensures that the proposed objects are consistent with data and process models.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D45.   Documentation Specialist

Gathers, analyzes and composes technical information.

PRINCIPAL DUTIES AND RESPONSIBLIITIES
Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D46.   Technical Writer/Editor

Develops, writes and edits material for reports, manuals, briefs, instructions books, catalogs and related technical and administrative publications.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D47.   Computer Security Systems Specialist (Lead)

Analyzes and defines security requirements for Multilevel Security (MLS) issues.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs, develops, engineers and implements solutions to MLS requirements. Performs the implementation and development of the MLS. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses which also includes risk assessment. Provides daily supervision and direction to staff. Provides technical support for secure software development and integration tasks, including reviewing work products for correctness and adhering to the design concept and to user standards. Knowledgeable of Security/Information Assurance (IA) products such as PKI, VPN, firewalls, and intrusion detection systems. Analyzes and recommends resolution of security/IA problems on the basis of knowledge of the major IA products and services, an understanding of their limitations, and knowledge of the IA disciplines. Provides daily supervision and direction to staff.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D48.   Computer Security Systems Specialist (Intermediate)

Under general supervision, analyzes and defines security requirements for MLS issues.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs, develops, engineers and implements solutions to MLS requirements. Gathers and organizes

technical information about an organization's mission goals and needs, existing security products and ongoing programs in the MLS arena. Performs risk analyses, which also includes risk assessment. Provides technical support for secure software development and integration tasks, including reviewing work products for correctness and adhering to the design concept and to user standards. Knowledgeable of Security/IA products such as PKI, VPN, firewalls, and intrusion detection systems. Analyzes and recommends resolution of security/IA problems on the basis of knowledge of the major IA products and services, an understanding of their limitations, and knowledge of the IA disciplines.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D49.   Computer Security Systems Specialist (Associate)

Under specific direction, analyzes user needs and current security regulations and guidelines to determine IA functional requirements.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Performs functional allocation to identify tasks that must be completed and interrelationships among those tasks.
Identifies required resources. Analyzes and defines IA security requirements for MLS systems and non-MLS systems. Designs, develops, engineers, and implements solutions to MLS and non-MLS requirements. Gathers and organizes technical information about an organization's missions, goals, and requirements; existing security products; and ongoing IA programs.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D50.   Administrative Support and Graphics Specialist

Directly supports Program Manager or Project Manager by maintaining personnel and other files; prepares correspondence, schedules and coordinates travel.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Assists in the preparation of presentation graphics and supports the development of contract deliverables and reports by developing and updating graphic presentations to improve the quality and enhance the usability of these documents. Performs integrating the graphics generated with automated tools and the deliverable documents.

JOB SPECIFICATIONS

At least 3 years of experience.

D51. Senior Information Technology Expert

Performs the following duties: Reengineering, Emerging Technologies, Computer Engineering and Networking.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Serves as a Management Information System (MIS) manager. Designs, develops and manages implementation of risk assessment and business contingency planning framework, methodology and tools to ensure business continuity of operations across a large, multi-division, decentralized organization. Supports multi-language, multi-platform and multi-operating system operations and utilizes electronic commerce and Electronic Data Interchange (EDI) applications.

Recognizes and recommends new or emerging technology or software to satisfy functional requirements and processes. Provides highly technical and/or specialized guidance concerning automation   solutions to complex information processing problems related to the subject field. Provides customer   support using enterprise solutions software to integrate business areas, consistent with   today's technology in order to operate in an open systems environment and client service architectures.

Analyzes data processing requirements to plan EDP systems to provide system capabilities required for projected workloads. Plans layout and installation of new systems or modification of existing systems. Can set up and control analog or hybrid computer systems to solve scientific and engineering problems.   Knowledgeable in Oracle, Windows NT, network administration, project management and Unix and   Cobol programming. Internet Development/Integration. Develops applications that take advantage of   Internet protocols and platforms. Internet developers extend beyond traditional software development   disciplines to demonstrate advanced graphical design abilities, familiarity with new media formats, and   solid understanding of Internet communications protocols and services. They deploy new applications   that utilize Internet standards to enable wide access from the diverse client types found throughout the   public Internet. Integrates the following network infrastructure components: Routers, Switches, Routed   Networks, Frame Relay, Static and Dynamic Routes Configuration, Token Ring Topology, Ethernet   Topology, CISCO, 3COM, Network Troubleshooting, Network Polling and Network Discovery.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D52. Software Systems Engineer (Lead)

With minimum guidance provides top-level technical expertise, including performing in-depth and complex software systems programming and analysis.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs architectures to include the software, hardware, and communications to support the total

requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures these systems are compatible and in compliance with the standards for open systems and DoD architectures. Determines and identifies high level functional and technical requirements based on interactions with the user community and knowledge of the enterprise architecture. Identifies, assesses, and presents options for meeting the functional and technical requirements including hardware and software updates or upgrades. Formulates and defines specifications for operating system applications or modifies and maintains existing applications using engineering releases and utilities from the manufacturer. Creates detailed design specifications for use by software development staff members. Interacts with project management to plan project schedules and technical direction.

Develops software design documents and technology white papers. Instrumental in selection of development tools. Develops high level system design diagrams and for program design, coding, testing, debugging and documentation. Instructs, directs, and checks the work of other task personnel. Instructs, directs, and checks the work of other task personnel. Performs quality assurance reviews and evaluations of existing and new software products.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D53. Software Systems Engineer (Intermediate)

Under minimal direction, provides specialized expertise within multiple systems, software disciplines, as well as general knowledge of related disciplines, applications implications, and customer areas.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Performs in-depth analysis and technical support of systems software products, including complex problem resolution, design, development, testing, operational integration, and user support. Assists in the planning and conversion for new hardware/software products. Maintains currency, debugs and configures related software products. Provides operating systems planning and evaluation for performance analysis, capacity planning and hardware upgrades. Works from specifications to develop or modify operating systems applications. Assists with design, coding, benchmark testing, debugging and documentation of programs. Interfaces with other system support groups to resolve problems, setting standards and improving overall efficiency of the operating system. Designs, codes, tests and implements tools for operations automation. Works on most phases of software systems programming applications, and may require instruction and guidance in other phases.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D54. Software Systems Engineer (Associate)

Under specific direction, manages routine and basic system products.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Maintains currency, debugs, and configures related software products. Interfaces with other system support groups to resolves problems. Designs, codes, test and submit input to the planning and conversion for new hardware/software products. Prepares product documentation. Can interface with customers to gather information on system requirements or problems.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D55.   Web Architect

Designs and builds web sites using a variety of graphics software applications, techniques, and tools.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs and develops user interface features, site animation, and special effects elements.

Contributes to the design group's efforts to enhance the look and feel of the organization's on-line

offerings. Designs the website to support the organization's strategies and goals relative to

external communications.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D56.   Web Designer

Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI and Javascript) for components of the website.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Works with graphic designers and other members of a project team to develop the site concept, interface design, and architecture of the website. Performs interface implementation. Strong navigation and site design instincts.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D57.   Senior Business Case Analyst

Develops formulas for calculating existing and future costs, researches current financial indices, develops details of actual cost of IT system using standard quantitative analyses.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Develops and documents assumptions. Prepares investment analysis reports.

JOB SPECIFICATIONS

BA/BS in a business, financial or management discipline with at least 5 years of experience.

D58.   Business Case Analyst

Identifies costs for existing IT systems (maintenance, operations, etc).

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Identifies life cycle costs for proposed IT systems (development, operations, maintenance). Identifies cost savings/cost avoidance associated with retirement of old system or improved performance of new system. Provides briefings on analyses conducted.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D59.   Executive Information Technology Consultant

Manages and implements large, complex information technology systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Experienced in advising senior executives on effective utilization of information technology systems and   reengineering to meet business objectives. Identify user requirements and describe services available or   refer inquiries to other staff within installation. Provides technical support of a limited scope to users   and assist them in defining and solving computing problems within well-defined areas of responsibility.   Assists in preparing documentation of supported products for other staff members and users. Assists in preparing user training materials and conduct training sessions as assigned. Perform programming tasks   of limited scope to assist users.

JOB SPECIFICATIONS

MA/MS in a technical discipline with at least 15 years of experience.

D60.   Senior Information Technology Consultant

The senior IT consultant manages the project work as defined by the client contract.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Leads medium to large complex projects and major phases of very large projects. The senior consultant also manages the fact finding, analysis and development of hypothesis/conclusions, production of final reports and delivery of presentations. Will ensure that the project delivered to clients meets expectations while being on time and on budget.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D61. Information Technology Consultant

Leads major portions of large or medium projects, and leads small projects autonomously.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Gathers facts through research, interviewing, surveys, etc. analyzes the client's business, draws conclusions, prepares final reports and gives presentations. Uses in-depth consultative skills and business knowledge to practice business objectives and processes.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D62. Associate Information Technology Consultant

Significant accomplishment as an expert in large integrated systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Experience with several ADP architectures and platforms in an integrated environment. Stays current with advances in information technology. Assists in the analysis of current and projected service maintenance personnel and facility requirements. Designs interfaces to allow incompatible equipment to function as a unified system.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D63. Test Engineer (Lead)

Subject matter expert providing testing expertise for support of user requirements of complex to highly complex software/hardware applications.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Directs and/or participates in all phases of risk management assessments and software/hardware

development with emphasis on analysis of user requirements, test design and test tools selection. Ensures that test design and documentation support all applicable client, agency or industry standards time lines and budgets. Ensures that testing conclusions and recommendations are fully supported by test results, and project managers are fully informed of testing status and application deviations from documented user requirements.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D64.   Test Engineer (Intermediate)

Performs analysis of documented user requirements and directs or assists in the design of test plans in support of user requirements for moderately complex to complex software/hardware applications.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Reviews user application system requirements documentation; designs, defines and documents unit and application test plans; transforms test plans into test scripts and executes those scripts. May participate   in all phases of risk management assessment and software/hardware development under the direction of a Senior Test Engineer. Ensures proper execution of test scripts and documentation of test results in test logs or defect tracking systems. Ensures that test designs and documentation support all applicable client, agency or industry standards, time lines and budgets.

Develops test data to be used in performing required tests. Ensures conclusions and recommendations are fully supported by test results, and that project managers are fully informed of testing status and application deviations from documented user requirements. Assists in the analysis of test results, documents conclusions and makes recommendations as supported by such analysis.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D65.   Test Engineer (Associate)

Performs formal system testing activities for a particular project or subset of a larger project under supervision of more experienced test personnel.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

May participate in support of user requirements for simple to moderately complex software/hardware applications under the direction of a Senior Test Engineer. Executes defined test cases and procedures as detailed in the test documentation. Assists with the collection of data and technical information used in the development of test documentation. Assists in the development of test data to be used in performing required tests. Documents test results in the proper logs and/or tracking systems.

Participates in selected phases of risk management assessment and software/hardware development under the direction of more experienced personnel. Participates in the development of test scripts and ensures proper execution of those test scripts. Under the direction of more experienced personnel, ensures that test designs and documentation supports selected client, agency or industry standards and time lines. Ensures that testing conclusions and recommendations are supported by test results. Assists in the analysis of test results and documents conclusions.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D66. Configuration Management Specialist (Lead)

Manages configuration management planning.
PRINCIPAL DUTIES AND RESPONSIBLIITIES

Describes provisions for configuration identification, change control, configuration status accounting and configuration audits. Performs configuration planning. Identifies and maintains the original configuration of requirements documentation, design documentation, software and related documentation. Performs configuration change control. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software. Responsible for configuration status accounting. Tracks all problems and changes in product documents and software and reports changes and current configuration. Performs configuration audits. Supports audits to verify that requirements of all baselines have been met by the as-built software. Supports software quality assurance process audits.

JOB SPECIFICATIONS

BA/BS with at least 10 years of experience.

D67. Configuration Management Specialist (Intermediate)

Responsible for configuration management planning.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Describes provisions for configuration identification, change control, configuration status accounting and configuration audits. Performs configuration planning. Identifies and maintains the original configuration of requirements documentation, design documentation, software, and related documentation. Performs configuration change control. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software. Performs configuration status accounting. Tracks all problems and changes in product documents and software and reports changes and current configuration. Performs configuration audits.

Supports   audits to verify that requirements of all baselines have been met by the as-built software. Supports   software quality assurance process audits.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D68.   Configuration Management Specialist (Associate)

Supports configuration management planning.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Describes provisions for configuration identification, change control, configuration status accounting and configuration audits. Supports configuration planning. Identifies and maintains the original configuration of requirements documentation, design documentation, software, and related documentation. Performs configuration change control. Supports the change process so that only approved and validated changes are incorporated into product documents and related software.

Performs configuration status accounting. Tracks all problems and changes in product documents and software and reports changes and current configuration. Performs for configuration audits. Supports audits to verify that requirements of all baselines have been met by the as-built software. Supports the software quality assurance process audits.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D69.   Network Engineer (Lead)

Establishes Network information requirements using analysis of the Network engineer(s) in the development of enterprise-wide or large-scale networking infrastructure (CAN, MAN, WAN).

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs architecture to include the software, hardware and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures these Network systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO)   reference models and profiles of standards - such as Institute of Electrical and Electronic Engineers   (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the network layers, across the application   program interface (API) and the external environment/software application. Ensures that the   network/transport layers of the common operating environment are compliant. Evaluates analytically   and systematically problems of work flows and network usage, organization and planning and develops appropriate corrective action. Provides daily supervision and direction to

staff.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D70.   Network Engineer (Intermediate)

Under broad direction, provides technical leadership in the planning, investigation, design, and implementation of physical and logical communications solutions having network-wide impact.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Provides solutions that incorporate integration of digital encoding formats, line codes, and timing concepts across engineering disciplines and environments. Influences team members, the customer, and vendors to define, analyze, and provide solutions for the customer's voice, data, and image communications requirements. Prepares complex workprints and schematics to define and illustrate entire network structures and solutions. Identifies and recommends new design tools for use in communications projects. Evaluates projected corporate network usage and provides and implements media solutions. Participates in and influences marketing proposals and studies by providing costing models, reports, and technical solutions for network-wide projects. Identifies product modifications and

influences vendors to incorporate these changes into their products. Plans, designs, and implements network managements systems to monitor, diagnose, control, and measure performance of multiple communication networks. Identifies, analyzes, and recommends new network administrative systems for entire networks to ensure accurate network inventory and timely implementation.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D71.   Network Engineer (Associate)

Collects and implements Network information requirements using analysis in the development of enterprise-wide or large-scale networking infrastructure (CAN, MAN, WAN).

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Implements architecture to include the software, hardware and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures these Network systems are compatible and in compliance with the standards for open systems architectures, the OSI and ISO reference models, and profiles of standards – such as IEEE OSE reference model - as they apply to the implementation and specification of IM solution of the network layers, across the API, and the external environment/software application. Ensures that the network/transport layers of the common operating environment are compliant. Evaluates problems

in network usage, organization and planning and develops appropriate corrective action. Works with internal team, the customer, and vendors to define, analyze, and provide solutions for the customer's voice, data, and image communications requirements. Uses design tools to evaluate projected network usage and produce media, technical and cost solutions for multiple networks. Selects and configures hardware and software for multiple-site networks, plans, designs, and implements network management systems to monitor, diagnose, control, and measure performance of communications networks that impact multiple sites. Uses and recommends changes to network administration systems to ensure accurate network inventory and timely implementation.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D72.   Enterprise Communications/Network Manager

Plans, directs and coordinates network operation and performance functions to ensure network availability and high-quality transmissions.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Manages personnel and activities involved in monitoring, isolating, resolving and circumventing network problems. Advises management and interfaces with customers concerning problems affecting network performance. Plans implementation of enhancements and upgrades to the network and the acquisition, installation and testing of network hardware and software. Manages resource usage to minimize costs
and maximize network availability. Interfaces with users to define present network needs and plan for future requirements.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D73.   Network Management Specialist

Provides assistance in all aspects of network management from network design
through implementation and the maintenance of upgrading existing networks.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Analyzes, designs, specifies, documents and implements communication system requirements to support the distributed functionality of a software engineering environment. Maintains a broad knowledge of network communications and local area network/wide area network (LAN/WAN) operations, and has a demonstrated ability to independently work on complex assignments.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D74. Logistics Analyst (Lead)

Performs logistic support functions.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Familiar with the principles of purchasing, handling, control and transportation of material and other property. Works independently. Performs tasks in support of logistics projects. Develops, upgrades and improves systems for tracking and reporting material, material handling procedures and scheduling.   Directs and supervises other Logistics Analysts or logisticians.

JOB SPECIFICATIONS

BA/BS with at least 10 years of experience.

D75. Logistics Analyst (Intermediate)

With minimal direction, performs logistic support functions.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Familiar with the principles of purchasing, handling, control and transportation of material and other property. Works under limited supervision. Performs tasks in support of logistics projects. Develops, upgrades and improves systems for tracking and reporting material, material handling procedures and   scheduling. May supervise other Logistics Analysts or Logisticians.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D76. Logistics Analyst (Associate)

Under broad direction, performs logistic support functions.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Familiar with the principles of purchasing, handling, control and transportation of material and other property. Works under general supervision. Performs tasks in support of logistics projects. Develops,   upgrades and improves systems for tracking and reporting material, material handling procedures and   scheduling.

JOB SPECIFICATIONS

3 years of experience.

D77. Executive Operations Research Analyst

Analyzes actual and predictable, interacting, operational activities of a military, governmental, or business system to obtain a quantitative, rational basis for decision-making through the application of logic and scientific or economic disciplines and techniques.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Devises modeling and measuring techniques; utilizes mathematics, statistical methods, engineering methods, operational mathematics techniques (linear programming, game theory, probability theory, symbolic language, etc.) and other principles and laws of scientific and economic disciplines. Exhibits an exceptional degree of ingenuity, creativity, and resourcefulness. Applies and/or develops highly advanced technologies, scientific principles, theories, and concepts. Viewed as expert within the analytical field. Develops information that extends knowledge in a given field. Information may form the basis of newly developed concepts, theories and products. Often acts independently to uncover and resolve issues associated with the development and implementation of operational programs. Plans R&D programs and recommends technological application programs to accomplish long-range objectives. Work is checked only to the effectiveness of results obtained, typically requiring a long-term perspective. Virtually self-supervisory. Designs research study plans and develops highly advanced new applications resulting in new product/business opportunities for the company and in support of clients. May also serve in management capacity supporting one or more Call Orders at a specified location.
Directs/supervises other analysts/game support personnel. Demonstrated ability to simultaneously plan, schedule, and coordinate all analytical process phases or possess the ability to take an exercise/game event from inception through completion, or work any selection of subcomponents of the exercise/gaming activity.

JOB SPECIFICATIONS
BA/BS in a technical discipline with at least 10 years of experience.

D78. Senior Operations Research Analyst

Analyzes actual and predictable, interacting, operational activities of a military, governmental, or business system to obtain a quantitative, rational basis for decision-making through the application of logic and scientific or economic disciplines and techniques.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Experienced in simultaneously planning, scheduling, and coordinating selected analytical process phases, or possess the ability to work any selection of subcomponents of the exercise/gaming activity. Devises modeling and measuring techniques; utilizes mathematics, statistical methods, engineering methods, operational mathematics techniques (linear programming, game theory, probability theory,

symbolic language, etc.), and other principles and laws of scientific and economic disciplines. Applies advanced technical principles, theories, and concepts. Possesses specific knowledge of analytical models, simulations, and gaming tools. Contributes to the development of new principles and concepts. Works on unusually complex technical problems and provides solutions which are highly innovative and ingenious. Works under consultative direction toward predetermined long-range goals and objectives. Assignments are often self-initiated. Determines and pursues courses of action necessary to obtain desired results. Develops advanced technological ideas and guides their development into a final product.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D79. Operations Research Analyst

Analyzes actual and predictable, interacting, operational activities of a military, governmental, or business system to obtain a quantitative, rational basis for decision-making through the application of logic and scientific or economic disciplines and techniques.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Participates in planning, scheduling, and coordinating selected analytical process phases or assists in working any selection of subcomponents of the exercise/gaming activity. Devises modeling and measuring techniques; utilizes mathematics, statistical methods, engineering methods, operational mathematics techniques (linear programming, game theory, probability theory, symbolic language, etc.) and other principles and laws of scientific and economic disciplines. Possesses specific knowledge of analytical models, simulations and gaming tools. Applies extensive technical expertise, and has full knowledge of other related disciplines. Guides the successful completion of major programs and may function in a project leadership role. Develops technical solutions to complex problems that require the regular use of ingenuity and creativity. Work is performed without appreciable direction. Exercises considerable latitude in determining technical objectives of assignment.

JOB SPECIFICATIONS
BA/BS with at least 3 years of experience.

D80. Subject Matter Expert (Lead)

Provides expert support, analysis and research into exceptionally complex problems, and processes relating to the subject matter.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Serves as technical expert on executive-level project teams providing technical direction, interpretation and alternatives. Thinks independently and demonstrates exceptional written and oral communications skills. Applies advanced technical principles, theories, and concepts. Contributes to

the development of new principles and concepts. Works on unusually complex technical problems and provides solutions which are highly innovative and ingenious. Works under consultative direction toward predetermined long-range goals and objectives. Assignments are often self-initiated. Determines and pursues courses of action necessary to obtain desired results. Develops advanced technological ideas and guides their development into a final product. Expertise is in a particular area of Information Technology (e.g., Information Systems Architecture, Telecommunications Systems Design, Architecture, Implementation, Information Systems Integration, Software Development Methodologies, Security Engineering, Communications and Network Systems Management), or a specific functional area (e.g., finance, logistics, and operations research).

JOB SPECIFICATIONS

MA/MS with at least 15 years of experience.

D81.   Subject Matter Expert (Intermediate)

With minimal direction, provides expert support, analysis and research into exceptionally complex problems, and processes relating to the subject matter.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Serves as technical expert on executive-level project teams providing technical direction, interpretation and alternatives. Thinks independently and demonstrates exceptional written and oral communications skills. Applies extensive technical expertise, and has full knowledge of other related disciplines. Guides the successful completion of major programs and may function in a project leadership role. Develops technical solutions to complex problems that require the regular use of ingenuity and creativity. Work is performed without appreciable direction. Exercises considerable latitude in determining technical objectives of assignment. Expertise is in a particular area of Information Technology (e.g., Information Systems Architecture, Telecommunications Systems Design, Architecture, Implementation, Information Systems Integration, Software Development Methodologies, Security Engineering, Communications and Network Systems Management), or a specific functional area (e.g., finance, logistics, and operations research).

JOB SPECIFICATIONS
BA/BS with at least 10 years of experience.

D82.   Subject Matter Expert (Associate)

Under broad direction, provides expert support, analysis and research into especially complex problems, and processes relating to the subject matter.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Serves as technical expert on high-level project teams providing technical direction, interpretation and alternatives. Thinks independently and demonstrates superior written and oral

communications skills.   Possesses a complete understanding and wide experience in the application of technical principles,   theories, and concepts in the field. Provides technical solutions to a wide range of difficult problems.   Solutions are imaginative, thorough, practicable, and consistent with organizational objectives. Works   under only general direction. Independently determines and develops approach to solutions.

Contributes to the completion of specific programs and projects. Expertise is in a particular area of Information Technology (e.g., Information Systems Architecture, Telecommunications Systems Design, Architecture, Implementation, Information Systems Integration, Software Development Methodologies, Security Engineering, Communications and Network Systems Management), or a specific functional area (e.g., finance, logistics, and operations research).

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D83.   Proprietary Product Consultant

Analyzes technical requirements and develops effective technical solutions involving OEM proprietary   products and solutions.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Participates in the design of information systems involving OEM proprietary product integration. Provides leadership and guidance to support the implementation of large systems, including methodology, OEM proprietary product design approaches, and architectural and engineering considerations. Works with customer staff to implement customer technology, including OEM proprietary product integration. Participates in strategic planning sessions on the implementation of information technology. Sets overall engagement direction defines processes, sets standards, and provides leadership to the project team. Responsible for planning, executing, and controlling.

JOB SPECIFICATIONS

BA/BS with at least 10 years of experience.

D84.   Senior Collaboration Engineer
Application of acknowledged expertise in the collaboration systems engineering field and the use of considerable initiative and creativity.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Provides technical leadership with strong knowledge and expertise in large-scale distributed systems and   remote development, debugging, deployment, operations, and management of such systems. Identifies system requirements, contribute to the software systems architecture, synthesize a baseline design, evaluate candidate technologies, oversee prototyping efforts, and contribute to cost and schedule planning supporting the development. Provides expert explanations, techniques or

approaches to colleagues, management and customers in developing and integrating collaboration tools within an organization. Additional activities include research, analysis, engineering, testing, documentation, implementation, integration, and operation of the collaborative solutions environment.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D85. Collaboration Analyst

Focuses on tactical and operational items, operational effectiveness and delivering results related to Collaboration capabilities.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Utilizes an understanding of collaborative business processes to translate business initiatives and varied business requests into functional specifications. Operates within the team to effectively translate business requests to program managers and technical leadership. Ensures that project requirements are delivered in each developed solution. Makes recommendations on work impacting the Execution function and advises management on work issues, potential impact to Integrated Planning and potential cross-functional impact. Facilitates SME discussions and communicates system changes to the appropriate audience.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D86. Executive Net-Centric Enterprise Architect

Develops high-level system concepts and associated system requirements for net-centric solutions in a Service Oriented Architecture that satisfy DoD transformational goals.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Directs teams of architects and engineers to turn net-centric concepts into realizable, scalable, accreditable implementations. Assists the Government in defining DoD policies, guidance, concept of operations, and Tactics, Techniques, and Procedures (TTPs) to govern system implementation within the enterprise. Oversees teams of architects and engineers to ensure they are designing, implementing, testing, accrediting, deploying, and sustaining systems and services in conjunction with DoD policies, architectural frameworks, and commercial best practices. Keeps abreast of new enterprise architecture solutions including leading edge technologies such as grid computing, cloud computing, and Service Oriented Architecture (SOA). Maintains currency on commercial technologies and other Government initiatives to identify opportunities for technology reuse or transition. Advises senior decision makers and seeks approval for enterprise concepts and requirements.

JOB SPECIFICATIONS

MA/MS in a technical discipline with at least 15 years of experience.

D87.   Senior Net-Centric Enterprise Architect

Synthesizes enterprise system and service requirements based on broad customer needs.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Directs other architects and reviews the specification and design of enterprise system and service architectures in a distributed, net-centric environment. Leverages DoD policies, architectural frameworks, and commercial best practices to lead teams of architects in the design and development of Service Oriented Architectures that satisfy enterprise scale requirements. Defines the concept of operations and Tactics, Techniques, and Procedures (TTPs) for the system's use within the enterprise. Keeps abreast of new enterprise architecture solutions including leading edge technologies such as grid computing, cloud computing, and Service Oriented Architecture (SOA). Maintains currency on commercial technologies and other Government initiatives to identify opportunities for technology reuse or transition. Advises senior decision makers and seeks approval for enterprise designs.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D88.   Net-Centric Enterprise Architect

Provides technical leadership for specifying, designing, implementing, testing, accrediting, deploying, and sustaining enterprise system and service architectures in a distributed, net-centric environment.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Leverages DoD policies, architectural frameworks, and commercial best practices to design and develop Service Oriented Architectures that satisfy enterprise scale requirements. Leads system architects and engineers in decomposing an enterprise architecture into system components and services for analysis, design, implementation, testing, accreditation, deployment, and sustainment. Keeps abreast of new enterprise architecture solutions including leading edge technologies such as grid computing, cloud computing, and Service Oriented Architecture (SOA). Maintains technical currency on evolving technology trends and available COTS products that implement these technologies.

JOB SPECIFICATIONS
BA/BS with at least 5 years of experience.

D89.   Senior Specialized Technology Training Specialist

Conducts the research necessary to design advanced level specialized technology (e.g. IA, IPv6, Secure Virtualization) training programs to include network engineering, IT systems design, and IT systems implementation.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Trains junior IT personnel by conducting formal classroom courses, workshops, seminars and/or computer based/computer aided training. Integrates COTS hardware and software with Government off-the-shelf (GOTS) hardware and software to produce unique system-level training courses. Provides daily supervision and direction to staff.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D90.   Specialized Technology Training Specialist

Conducts the research necessary to design advanced level specialized technology (e.g. IA, IPv6, Secure Virtualization) training programs to include network engineering, IT systems design, and IT systems implementation.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Trains entry-level IT personnel by conducting formal classroom courses, workshops, seminars and/or computer based/computer-aided training. Integrates COTS hardware and software with GOTS hardware and software to produce unique system level training courses.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D91.   Principal Information Assurance Subject Matter Expert

Expert in all functional and technical requirements associated with IAT position requirements as specified in DoD Directive 8570.01-M.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Applies extensive knowledge of a variety of the IA field's concepts, practices, and procedures to ensure the secure integration and operations of all computer enclave systems. Works independently to evaluate and solve complex IA related problems quickly and completely. Supports, monitors, tests, and troubleshoots hardware and software IA problems pertaining to the enclave environment. Prepares and/or oversees the preparation of IA certification and accreditation documentation. Develops system-
wide information security requirements based upon the analysis of user, policy, regulatory, and

resource demands for complex network and enclave systems. Supports customers at the highest levels in the development and implementation of doctrine and policies. Provides leadership and guidance in the development, design and application of solutions implemented by more junior staff members. May   have top-level management responsibilities. Coordinates with senior representatives within the customer organizations to establish and define programs, resources and risks. Applies expertise to Government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures. Provides guidance and direction to other professionals and serves in a consulting and/or advisory capacity.

JOB SPECIFICATIONS

MA/MS in a technical discipline with at least 15 years of experience.

D92.   Senior Information Assurance Analyst

Provides the leadership, management, and supervisory IA skills identified in DoD Directive 8570.01-M.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

These skills and their associated duties include the following: Intrusion: Ensures the rigorous application of IA policies, principles, and practices in the delivery of all information technology (IT) and IA services. Leads and directs team personnel too quickly, efficiently and effectively to solve complex IA problems. Identifies IA requirements as part of the IT acquisition development process and assists in the formulation of IA /IT budgets. Plans, integrates, and schedules the installation of new or modified hardware, operating systems, and software applications. Supervises the assessment and implementation of identified computer and network environment fixes such as system patches and fixes   associated with specific technical vulnerabilities as part of the Information Assurance Vulnerability   Management program. Guides the implementation of appropriate operational structures and processes   to ensure an effective IA security program including boundary defense, incident detection and response. Evaluates functional operation and performance in light of test results and make recommendations   regarding C&A. Monitors and evaluates the effectiveness of IA security procedures and safeguards.
Evaluates security violations to determine necessary initial and long-term corrective action. Assesses impact, determines probably damage and suggest methods of damage control, conducts computer forensics, and follow-on analysis to build historical and predictive capabilities for IA incidents. Develops   IA related customer support policies, procedures, and standards. Designs perimeter defense systems   including intrusion detection systems, firewalls, grid sensors, etc., enhances rule sets to detect or block   sources of malicious traffic, and establishes a protective net of layered defenses to prevent, detect, and   eradicate threats. Specialist: Ensures that protection and detection capabilities are acquired or   developed using the IS security engineering approach and are consistent with DoD Component level IA   architecture. Has a working knowledge of DoD provided IA tools. Has a working knowledge of policy,   guidance and evaluation criteria of the DoD Critical Infrastructure Program. Prepares and/or oversees   the preparation of IA certification and accreditation documentation. Analyzes, develops, evaluates, and   integrates IA policies. Assists in the gathering and preservation of evidence used in the prosecution of   computer crimes. Identifies the IT security program implications

of new technologies or technology upgrades. Conducts IA cost benefit, economic and risk analysis in the IT acquisition decision making process. Interprets security requirements relative to the capabilities of new information technologies.

Interprets patterns of non-compliance to determine their impacts on levels of risk and/or overall effectiveness of IA programs. Analyzes identified security strategies and recommends the best approaches and/or practices. Monitors and evaluates the effectiveness of IA security procedures and safeguards to ensure they provide the intended level of protection.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D93.　　Intermediate Information Assurance Analyst

Under general technical supervision, performs network monitoring, analysis and reporting in accordance with the provisions of DoD Directive 8570.01-M.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

These skills and their associated duties may include the following: Intrusion: Examines potential security violations, incidents, malicious activity and attacks to determine if policy has been breached, assesses the impact, and preserves artifacts. Enters and tracks events and incidents. Supports incident escalation and assesses probable damages, identifies damage control and remediation, and assists in developing courses of action. Supervises the installation, monitoring, testing, troubleshooting, and administration of IA hardware and software systems. Recommends, schedules, and performs IA system repairs,
systems administration, and maintenance. Analyzes patterns of non-compliance or attacks and recommends appropriate actions to minimize security risks and insider threat. Configures, optimizes, and tests network devices. Diagnoses and resolves IA problems in response to reported incidents. Enhances rule sets to identify or block sources or potential sources of malicious traffic. Supports the design and execution of exercise scenarios. Specialist: Implements, and monitors policies and procedures reflecting the legislative intent of applicable laws and regulations. Prepares, distributes, and maintains plans, instructions, guidance, and standard operational procedures concerning Information Security. Participates in IA risk assessments during the C&A process. Prepares, reviews, and evaluates documentation of compliance. Prepares recommendations for the DAA. Reviews IA and IA enabled software, hardware, and firmware for compliance with appropriate security configuration guidelines, policies, and procedures. Reviews AI security plans. Identifies alternative functional IA security strategies to address organizational security concerns. Reviews security safeguards to determine that security concerns identified in approved policies, plans, and doctrine have been fully addressed.
Develops and implements programs to ensure that systems, network, and data users are aware of, understand, and follow IA policies and procedures.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D94. Junior Information Assurance Analyst

Under general technical supervision, performs operational information assurance activities in a computing, network, or enclave environment.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

In accordance with the provisions of DoD Directive 8570.01-M, monitors multi-level security networks to identify potential security violations, incidents, attacks, and malicious behavior. As appropriate, takes appropriate action to report incident to higher authority as required by regulation, policy, or law and implement required IA security measures to assist in the mitigation of incident impact. Conducts analyses and documents intrusion detection incidents and data. Performs routine IA administrative tasks IAW applicable instructions and pre-established guidelines. Performs routine preventive and corrective maintenance, test and monitors network activities. Assists with the installing, day to day technical supporting, testing, and troubleshooting of IA systems in accordance with established policy, procedures, test plans and guidance.

JOB SPECIFICATIONS

BA/BS with at least 3 years of experience.

D95. Capacity Management Specialist (Lead)

Performs capacity planning and performance analysis of computer systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Determines current levels of system and application resource utilization and performance. Constructs analytical models describing utilization and performance at multiple levels of granularity. Develops workload projection methodologies to estimate future resource requirements. Supports resource chargeback rate-setting activities. Analyzes the impact of new technologies on processor and peripheral utilization and performance. Performs workload sizing for new and existing applications. Supports the implementation of hardware and software upgrades. Constructs capacity plans. Develops and implements systems to analyze and report levels of utilization and performance. Oversees storage of capacity and performance data. Recommends parameters that regulate the relative utilization levels of workloads. Supports the measurement and reporting of service level objectives. Supports disaster recovery sizing activities. Supports capacity management audits. Utilizes the capacity management tool set. Coordinates team capacity management activities.

JOB SPECIFICATIONS

BA/BS with at least 10 years of experience.

D96.   Capacity Management Specialist (Intermediate)

Performs capacity planning and performance analysis of computer systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Determines current levels of system and application resource utilization and performance. Constructs analytical models describing utilization and performance at multiple levels of granularity. Develops workload projection methodologies to estimate future resource requirements. Supports resource chargeback rate-setting activities. Analyzes the impact of new technologies on processor and peripheral utilization and performance. Performs workload sizing for new and existing applications. Supports the implementation of hardware and software upgrades. Constructs capacity plans. Develops systems to analyze and report levels of utilization and performance. Oversees storage of capacity and performance data. Recommends parameters that regulate the relative utilization levels of workloads. Supports disaster recovery sizing activities. Supports the measurement and reporting of service level objectives. Supports capacity management audits. Utilizes the capacity management tool set.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D97.   Capacity Management Specialist (Associate)

Supports capacity planning and performance analysis of computer systems.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Supports the determination of current levels of system and application resource utilization and performance. Supports analytical modeling to describe utilization and performance at multiple levels of granularity. Supports resource chargeback rate-setting activities. Analyzes the impact of new technologies on processor and peripheral utilization and performance. Supports workload sizing for new   and existing applications. Supports the implementation of hardware and software upgrades. Supports the construction of capacity plans. Utilizes systems that analyze and report levels of utilization   and performance. Oversees storage of capacity and performance data. Supports disaster recovery   sizing activities. Supports the measurement and reporting of service level objectives. Supports capacity   management audits. Utilizes the capacity management tool set.

JOB SPECIFICATIONS

At least 3 years of experience.

D98.   Principal Systems Engineer

Applies a comprehensive set of systems engineering principles and disciplines supporting Windows NT 4.0 / 2000 and HP UX 11.0 administration and network support.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Installs and configures the servers and client software upgrades, as well as provide network monitoring and firewall configuration. Provides engineering support, tests, administers, and troubleshoots mail server. Develops engineering assessments of different configurations. Including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.

JOB SPECIFICATIONS
BA/BS in a technical discipline with at least 10 years of experience.

D99.   CTI/VVID Engineer Level 2

Knowledge in one or more aspects of telecommunications, internetworking, data networking, computer telephony integration (CTI), and/or video, voice, and data network converged networks (VVIDs).

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Primarily deals with IP and Frame-Relay-based VVID networks. Has broad knowledge in one or more areas of the telecommunications, internetworking, and data systems network arenas, and may have specialized knowledge in one or more of the following areas: routing and switching infrastructures, transport technologies, network management, Internet protocol (IP) telephony integration, basic network security and Internet service provider (ISP)/dial-up technologies—for computer telephony integration (CTI) and/or video, voice, and data converged networks. Capable of working with supervision on specific tasks associated with the implementation of telecommunications, internetworking, and data network systems. Provides assistance and performs general tasks for CTI and/or VVID converged networks.   Performs general technical support in one or more areas associated with telecommunications, internetworking, data network systems, CTI and/or VVID converged networks. Performs tasks associated with the interoperability and integration of the above networks.   Assists in testing or analysis of telecommunications, data, and VVID networks. May perform other duties as required.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D100. CTI/VVID Engineer Level 3

Has in-depth knowledge in multiple aspects of telecommunications; and/or internetworking; and/or data systems networking.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Has broad knowledge in one or more areas of the telecommunications, internetworking, and VVID network arena, and may have specialized knowledge in one or more of the following areas: routing and switching infrastructures, transport technologies, network management, IP telephony integration, advanced network security, ISP/ dial-up, system network architecture (SNA)/IP migration. Is capable of supporting IP, frame relay, and asynchronous transfer mode (ATM)—VVID networks. Capable of supervising and managing the implementation of specific aspects of telecommunications, internetworking, and data systems networking; also capable of supervising a team of engineers in highly   complex data, internetworking, and telecommunications network projects. Provides lead engineer   support for a specific technology area associated with telecommunications, internetworking, data systems networking, and CTI/VVID networks. Performs technical lead management responsibilities for the specific areas above. Provides in-depth analysis on interoperability, protocols, and services, as well   as migration and technology transfer programs for CTI and VVID networks. Provides advanced technical

support in one or more specific areas associated with network-architecture technologies, interoperability, and integration for CTI/VVID networks. May perform other duties as required.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D101. CTI/VVID Engineer Level 4

Subject matter expert in one or more aspects of telecommunications, internetworking, data networking, and CTI/VVID converged networks.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Has specialized knowledge in one or more aspects of the telecommunications, internetworking, data network, and CTI/VVID fields and may have specialized knowledge in one or more of the following areas: routing and switching infrastructures, transport technologies, network management, IP telephony   integration, advanced network security, ISP/ dial-up, and SNA/IP migration—for CTI/VVID converged   networks. Supervises or manages technology-specific implementation projects and is considered a   subject matter expert or leading specialist in a particular technology vertical. Capable of managing and   supervising multiple engineering teams or departments in highly complex telecommunications internetworking, data network, and CTI/VVID converged networks. Provides lead analysis and   consultation for complex CTI/VVID converged networks designs. Provides leadership or direction on   research and testing associated with telecommunications, internetworking, data networks, and   CTI/VVID converged networks projects, as well as interoperability and integration testing. Performs   management responsibilities for a program or network staff. Has the ability to perform modeling and   simulation services for complex CTI/VVID converged networks. May perform other duties as required.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least10 years of experience.

D102. Principal Network Architect – CTI/VVID Converged Networks

Leading expert (LE) in one or more aspects of telecommunications, internetworking, data networks, and CTI/VVID converged networks.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Has broad high-level knowledge in telecommunications, internetworking, data networks, and CTI/VVID converged networks. Performs both voice and data telecommunications and has the capability to direct, design, or develop network architecture plans, implementation or cutover plans, and technical white papers or perform requirements analysis for interoperability issues associated with CTI/VVID communications environments. Supervises or manages technology-specific implementation projects and is considered an LE in one or more fields associated with CTI/VVID converged networks. Capable of managing and supervising multiple specialty engineers in highly complex telecommunications, internetworking, or data network projects. Provides architectural and enterprise level consulting and design, for complex telecommunications, internetworking, data networks, and CTI/VVID converged networks. Provides leadership or direction on innovative research associated with complex telecommunications, internetworking, and data networks, and CTI/VVID converged networks projects, as well as network interoperability and integration. Performs management responsibilities for multiple engineering teams and departments. Provides in-depth analysis on communications and network models and technologies; transport layer architectures; emerging protocols and technologies; and   knowledge transfer and repositories associated with CTI/VVID converged networks. May perform other duties as required.
JOB SPECIFICATIONS

MA/MS in a technical discipline with at least 15 years of experience.

D103. Graphic Artist

Provides graphic arts development and support to the Documentation Specialist, Technical Writer, and Senior Level Management.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Consults and advises customers' staff regarding graphic projects requiring professional treatment. Creates and visualizes ideas graphically for publications and Web sites. Revises subject matter for graphic presentation, selecting materials and processes, and designs format. Prepares and oversees the preparation of original designs, drawings, graphs, charts, models, and exhibits for external presentation and publication. Determines requirements for publication artwork, including selection of ink, paper, and type style in conjunction with publication customers. Consults with and advises customers concerning pending graphics, publications, and artwork, including cost estimates and

artwork content. Plans and   designs the production of graphics used in complex instructional aids, exhibits, and multi-image   presentations. Reviews layouts, sketches, and final plans for production and evaluates artistic media.

Coordinates production workflow of publications (house organs, periodicals, brochures, and manuscripts).

JOB SPECIFICATIONS

At least 3 years of experience.

D104. Senior Knowledge Management Specialist

Leads the design of knowledge management systems; formulates and defines system scope and objectives.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

The Senior Knowledge Management Specialist assists organization in defining knowledge content, organization, and key words; prepares detailed specifications for knowledge management programs to include process definition for knowledge capture and management; manages the design of knowledge management user interface features, site animation, and special knowledge management features including enhancing the look and feel of the organization's online knowledge management screens. The Senior Knowledge Management Specialist works with organization web designers, data managers and programmers to support and implement the organization's knowledge management program; maintains an understanding of organization's knowledge management principles, procedures and processes and   support the work of the organization's knowledge management team. The Senior Knowledge Management Specialist also instructs, directs, and checks the work of knowledge management   specialists.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D105. Principal Knowledge Management Specialist

Recognized for in-depth knowledge of a specific product or families of knowledge management applications, products and associated applications interface technologies.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

The Principal Knowledge Management Specialist utilizes technical area competencies to assess the operational and/or technical baseline of an organization as specifically associated with its functional components. Examples of the functional areas would include Information Technology, Human Resources, Finance, Logistics, Transportation, etc. The Principal Knowledge Management Specialist works with information technology professionals to provide insight and advice to senior managers and executives, concerning the strategic direction and applicability of knowledge management techniques and products. The Principal Knowledge Management Specialist assumes a lead role in contributing to

the development of standards and best practices surrounding the use of knowledge management techniques and applications. The Principal Knowledge Management Specialist provides technical insight   into the determination of technical inadequacies and/or deficiencies that affect the functional area's   ability to support/meet organizational knowledge management goals and generates technical strategies   for enhanced knowledge management operations, as well as ways to improve productivity across   functional areas within the organization. The Principal Knowledge Management Specialist has significant experience with knowledge management products and tools such as Portal Technologies: IBM   WebSphere, Microsoft SharePoint Portal, Sybase Enterprise Application Server, BEA WebLogic, JBoss Enterprise Portal, SAP. Database Technologies: Oracle, DB2, IBM Lotus Domino, Microsoft SQL Server, MySQL, File Maker. Operating Systems: Microsoft Windows Servers, UNIX, Linux, Apache. Programming Languages: JAVA, PhP, ASP, C++, C#, CFScript, JavaScript, CSS, Ruby, Perl, XML, AJAX, LotusScript. Other: MediaWiki (Wikipedia), WordPress (Blogs), IBM QuickPlace and IBM QuickR (Collaborative Online Workspace), Adobe product line (Dreamweaver, Photoshop Fireworks and Flash), Tivoli Directory Management, IBM Sametime. Participates in technical assessments and reviews to validate the technical approach and associated work products, for knowledge management implementations. Provides guidance and direction to other professionals, acts in a consulting and/or advisory capacity; coordinates resolution of highly complex problems and tasks, possesses ability to meet and operate under deadlines. Activities related to the knowledge management processes, include   but are not limited to: content analysis, document management, data capture, portals, workflow,   collaboration, data warehousing, decision support, information dissemination; planning to encompass   the strategy, architecture and methodology for an enterprise modernization effort; selection,   implementation and measure of packaged solutions for enterprise modernization; complete integration   of applications with target data and defined processes.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

D106. Senior Service Oriented Architecture (SOA) Consultant

Provide technical leadership and hands-on development of large-scale SOA based technology solutions   provided by vendors such as IBM, BEA, Microsoft, and SUN.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Strong architecture skills with an understanding and/or development experience in XML, SOAP, UDDI,   J2EE, .Net, WS-
Security, ITIL processes, SOA Governance, Web Services Management tools, and Object Oriented Programming. The Senior SOA Consultant uses their hands-on experience with UML, Enterprise Architecture, and XML/Schema documentation tools (including tools like Visio, WebSphere Integration   Developer, XMLSpy, Rational Software Architect, etc.) to provide strong business process and   requirements analysis skills. The Senior SOA Consultant demonstrates experience with Enterprise   Integration technologies including MQSI, Message Broker v5/v6, WebSphere Process Server, or   CrossWorlds; provides technical skills through a hands-on approach to teams and projects developing   enterprise services, interfaces, and tools, including component administration, message tracking,   security configuration, and deployment within the context of a services architecture.

D107. Security System Engineer Level 1

Identifies and mitigates vulnerabilities using alternate or compensating controls if necessary.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Supports, monitors, tests, and troubleshoots IA software issues in conjunction with other IA staff to ensure timely response actions to security incidents. Recognizes potential security violations, takes appropriate action to report the incident as required by regulation, and mitigates any adverse impact.   Implements applicable patches including IA vulnerability alerts (IAVA), IA vulnerability bulletins (IAVB),   and technical advisories (TA) for assigned operating system(s). Under technical supervision, performs information assurance activities in data center environments. Assists with the installation, daily   operation, and maintenance of IA systems to include technical support, troubleshooting, and system   testing.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D108. Security System Engineer Level 2
Identifies and mitigates vulnerabilities using alternate or compensating controls if necessary.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Supports, monitors, tests, and troubleshoots IA software issues in conjunction with other IA staff to ensure timely response actions to security incidents. Recognizes potential security violations, takes appropriate action to report the incident as required by regulation, and mitigates any adverse impact.   Implements applicable patches including IA vulnerability alerts (IAVA), IA vulnerability bulletins (IAVB),   and technical advisories (TA) for assigned operating system(s). Under general supervision of a   network manager, uses experience and judgment as well as existing policies and regulations to   provide network environment (NE) and advanced level computing environment support to include   perimeter controls, internal network monitoring, sensor implementation and analysis.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D109. Security System Engineer Level 3

Identifies and mitigates vulnerabilities using alternate or compensating controls if necessary.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Supports, monitors, tests, and troubleshoots IA software issues in conjunction with other IA staff to ensure timely response actions to security incidents. Recognizes potential security violations, takes appropriate action to report the incident as required by regulation, and mitigates any adverse impact.   Implements applicable patches including IA vulnerability alerts (IAVA), IA vulnerability bulletins (IAVB),   and technical advisories (TA) for assigned operating system(s). Under limited supervision, supports   advanced computing, network, or enclave environments, applies extensive knowledge of a wide range   of IA concepts, practices and procedures to ensure the secure integration and operation of all enclave   systems. By working independently or leading and directing others, solves IA problems quickly and   completely.

JOB SPECIFICATIONS

BA/BS with at least 10 years of experience.

D110. Information Assurance/System Security Architect Level 1

Participates in risk assessment during the Certification and Accreditation process.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs, develops, implements, and integrates information assurance architecture, system, or system component for use within data center, network, and enclave environments. Participates in information   systems risk assessments and designs security countermeasures to mitigate identified risks. Ensures   that the architecture and design of DoD information systems (IS) are functional and secure. As   necessary, designs and develops IA or IA enabled products, interface specifications, and approaches to
secure the environment. Applies knowledge of existing IA policy, procedures, and structures to design,   develop, and implement systems, components, or architectures. Ensures that the implementation of   security designs properly mitigate identified threats. Documents system security design features and   provides input to implementation plans and standard operating procedures.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 3 years of experience.

D111. Information Assurance/System Security Architect Level 2

Participates in risk assessment during the Certification and Accreditation process.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs, develops, implements, and integrates information assurance architecture, system, or system

component for use within data center, network, and enclave environments. Participates in information systems risk assessments and designs security countermeasures to mitigate identified risks. Ensures that the architecture and design of DoD information systems (IS) are functional and secure. As necessary, designs and develops IA or IA enabled products, interface specifications, and approaches to secure the environment. Assesses threats to the environment and provides input on the adequacy of security designs and architectures. Reports to senior IA architect, IA manager, or DAA for most operations with separate reporting to other senior management for network operational requirements, as necessary. Utilizes experience and judgment to plan and accomplish goals.

JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 5 years of experience.

D112. Information Assurance/System Security Architect Level 3

Participates in risk assessment during the Certification and Accreditation process.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Designs, develops, implements, and integrates information assurance architecture, system, or system component for use within data center, network, and enclave environments. Participates in information   systems risk assessments and designs security countermeasures to mitigate identified risks. Ensures   that the architecture and design of DoD information systems (IS) are functional and secure. As   necessary, designs and develops IA or IA enabled products, interface specifications, and approaches to   secure the environment. Utilizes experience and judgment to plan and accomplish enclave security   related goals. Supports system or network designs that encompass multiple data center or networks to   include those with differing data protection/classification requirements. Reports to DAA for IA issues   with separate reporting to other senior management for network operational requirements, as   necessary.

JOB SPECIFICATIONS
BA/BS with at least 10 years of experience.

D113. Principal Systems Solutions Engineer

Senior consultant to top level management. Viewed as the expert in discipline or related area of expertise, exhibiting an exceptional degree of ingenuity, creativity, and resourcefulness.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Managerial/leadership experience required. Typically serves as the prime spokesperson to the customer. Performs technical planning, system integration, verification and validation, cost and risk, and   supportability and effectiveness analyses for total systems. Analyses are performed at all levels of   total system product to include: hardware/software, concept, design, fabrication, test, installation,   operation, maintenance and disposal. Performs duties such as site surveys, system

evaluation, system   analysis, architecture, and infrastructure assessment. Ensures the logical and systematic conversion of   customer or product requirements into total systems solutions that acknowledge technical, schedule,   and cost constraints. Applies and/or develops advanced technologies, scientific principles, theories, and   concepts. Often acts independently to resolve issues associated with the development and   implementation of operational programs. Plans R&D programs and recommends technological   application programs to accomplish long range objectives.

JOB SPECIFICATIONS

MA/MS in a technical discipline with at least 15 years of experience.

D114. Senior Staff Systems Solutions Engineer

Considered an authority in discipline or related area of expertise. Managerial/leadership experience. Works unusually complex problems with consultative direction.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Performs technical planning, system integration, verification and validation, cost and risk, and supportability and effectiveness analyses for total systems. Analyses are performed at all levels of total   system product to include: hardware/software, concept, design, fabrication, test, installation, operation,   maintenance and disposal. Performs duties such as site surveys, system evaluation, system analysis,   architecture, and infrastructure assessment. Ensures the logical and systematic conversion of customer   or product requirements into total systems solutions that acknowledge technical, schedule, and cost   constraints. Applies and/or develops advanced technologies, scientific principles, theories, and   concepts. Resolves issues associated with the development and implementation of operational   programs. Provides input to R&D programs and recommends technological application programs to   accomplish long-range objectives.

JOB SPECIFICATIONS

BA/BS with at least 10 years of experience.

D115. Staff Systems Solutions Engineer
Emerging authority in discipline or related area of expertise. May function in project leadership roles and represents the organization as prime customer contact on significant technical matters on contracts.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Solves complex problems that require the regular use of ingenuity and creativity. Performs technical planning, system integration, verification and validation, cost and risk, and supportability and effectiveness analyses for total systems. Analyses are performed at all levels of total system product to include: hardware/software, concept, design, fabrication, test, installation, operation, maintenance and disposal. Performs duties such as site surveys, system evaluation, system analysis, architecture, and infrastructure assessment. Ensures the logical and systematic conversion of customer or product requirements into total systems solutions that acknowledge technical, schedule, and cost constraints.

Applies and/or develops advanced technologies, scientific principles, theories, and concepts. Resolves issues associated with the development and implementation of operational programs. Provides input to   R&D programs and recommends technological application programs to accomplish long-range objectives.

JOB SPECIFICATIONS

BA/BS with at least 5 years of experience.

D116.   Net-Centric Enterprise Security Systems Engineer

Senior-level professional with extensive knowledge in information assurance and security experience.

PRINCIPAL DUTIES AND RESPONSIBLIITIES

Possesses specific systems engineering knowledge and experience in one or more areas including current security technologies such as Public Key Infrastructure (PKI), Key Management (KM), Key Root Management (KRM) and Virtual Private Networks (VPN), but also emerging technologies such as but not   limited to Identity Management (IdM), Privilege Management (PrM), Digital Policy Management, IA   Metadata, Crypto Key Management, Credential Management and Attribute Management. Able to independently accomplish complex requirements. Performs requirements analysis to determine security needs for complex software, systems, components, and networks. Designs software tools and subsystems to support integration of security products into a secure IT environment. Interface with client to determine present and future secure network needs, and designs complex network architecture to meet requirements. Designs and implements test and evaluation processes for security   and resolves complex integrity issues. Provides guidance to less experienced secure systems/software   engineers. Performs complex assignment with little guidance. Has latitude in completing broad   objectives.
JOB SPECIFICATIONS

BA/BS in a technical discipline with at least 10 years of experience.

ALAMO CITY ENGINEERING SERVICES, INC.
GSA AUTHORIZED IT SCHEDULE PRICELIST

#	Labor Category Title	GSA Hourly Rate 10/27/2017-8/31/21
1	Program Manager	$120.50
2	Senior Project Support Specialist	$82.99
3	Quality Assurance/Conf. Mgmt. Engineer	$116.62

4	**Senior System Support Specialist**	$120.50
5	**System Support Specialist**	$97.83
6	**Systems Development Engineer**	$116.62
7	**Associate Systems Development Engineer**	$97.83
8	**Hardware Support Specialist**	$86.22
9	**Associate Hardware Support Specialist**	$66.15
10	**Systems Support Engineer**	$97.83
11	**Senior Engineer/Architect**	$120.50
12	**Associate Systems Engineer/Architect**	$97.83
13	**Senior Systems Administrator**	$120.50
14	**Systems Administrator**	$97.83
15	**Curriculum Development Specialist**	$116.62
16	**Senior Technical Writer**	$86.22
17	**Technical Writer**	$61.55
18	**Computer Systems Specialist**	$61.55
19	**Information Assurance Manager**	$109.44
20	**Classified Tripwire Engineer**	$3,517.96
21	**Unclassified Tripwire Engineer**	$2,712.68
22	**Senior Microsoft Engineer**	$211.42
23	**Microsoft Engineer**	$184.99
24	**Junior Microsoft Engineer**	$158.56
25	**Senior 1E Engineer**	$211.42
26	**1E Engineer**	$184.99
27	**Junior 1E Engineer**	$158.56
28	**Open Source Program Manager**	$355.75
29	**Open Source Project Manager**	$330.34
30	**Open Source Software Engineer**	$304.93
31	**Executive Management**	$384.97

32	**Senior Financial Management**	$228.98
Alamo-CS-L2	**Associate Nlyte Consultant**	$156.91
Alamo-CS-L2-SC	**Associate Nlyte Consultant Cleared SECRET CONUS**	$190.75
Alamo-CS-L2-SO	**Associate Nlyte Consultant Cleared SECRET OCONUS**	$211.07
Alamo-CS-L3	**Nlyte Consultant**	$202.65
Alamo-CS-L3-SC	**Nlyte Consultant Cleared SECRET CONUS**	$236.48
Alamo-CS-L3-SO	**Nlyte Consultant Cleared SECRET OCONUS**	$256.81
Alamo-CS-L4	**Sr. Nlyte Consultant**	$224.88
Alamo-CS-L4-SC	**Sr. Nlyte Consultant-Cleared SECRET CONUS**	$258.72
Alamo-CS-L4-SO	**Sr. Nlyte Consultant-Cleared SECRET OCONUS**	$279.05
Alamo-CS-L4-2	**Nlyte Project Manager**	$224.88
Alamo-CS-L4-2-SC	**Nlyte Project Manager- Cleared SECRET CONUS**	$258.72
Alamo-CS-L4-2-SO	**Nlyte Project Manager- Cleared SECRET OCONUS**	$279.05
Alamo-CS-L4-3	**Sr. Nlyte Project Manager**	$280.79
Alamo-CS-L4-3-SC	**Sr. Nlyte Project Manager- Cleared SECRET CONUS**	$314.62
Alamo-CS-L4-3-SO	**Sr. Nlyte Project Manager- Cleared SECRET OCONUS**	$334.95
Alamo-CS-L5-2	**Nlyte Solutions Architect**	$280.79
Alamo-CS-L5-2-SC	**Nlyte Solutions Architect- Cleared SECRET CONUS**	$314.62
Alamo-CS-L5-2-SO	**Nlyte Solutions Architect- Cleared SECRET OCONUS**	$334.95
Alamo-CS-L5-3	**Nlyte Principal Consultant**	$280.79
Alamo-CS-L5-3-SC	**Nlyte Principal Consultant- Cleared SECRET CONUS**	$314.62
Alamo-CS-L5-3-SO	**Nlyte Principal Consultant- Cleared SECRET OCONUS**	$334.95
1-4Days	**ForeScout Services - 1 to 4 days of service. (Per day for up to 4 Days).**	$2,149.50
5-10Days	**ForeScout Services - 5 to 10 days of service. (Per day for up to 10 Days)**	$2,101.25
11-30Days	**ForeScout Services - 11 - 30 days of service. (Per day for up to 30 Days)**	$1,998.06

C1-4Days	Clearance: ForeScout Services - 1 to 4 days of service. (Per day for up to 4 Days).	$2,350.00
C5-10Days	Clearance: ForeScout Services - 5 to 10 days of service. (Per day for up to 10 Days)	$2,299.50
C11-30Days	Clearance: ForeScout Services - 11 - 30 days of service. (Per day for up to 30 Days)	$2,249.50
Emergency	ForeScout Services - Hour (Onsite or Remotely)	$350.00
D1	Call Order Project Manager	$158.75
D2	Quality Assurance Manager	$113.98
D3	Quality Assurance Analyst	$87.11
D4	Project Control Specialist	$98.83
D5	Program Administration Specialist	$50.94
D6	Senior Functional Analyst	$97.32
D7	Functional Analyst	$76.72
D8	Principal Systems Architect	$182.39
D9	Senior Systems Architect	$146.73
D10	Principal Information Engineer	$146.82
D11	Information Engineer (Intermediate)	$122.39
D12	Information Engineer (Associate)	$106.65
D13	Computer Systems Analyst (Lead)	$152.71
D14	Computer Systems Analyst (Intermediate)	$97.94
D15	Computer Systems Analyst (Associate)	$72.07
D16	Senior Applications Engineer	$116.31
D17	Applications Engineer	$87.29
D18	Senior Applications Programmer	$159.61
D19	Applications Programmer	$120.19
D20	Student Applications Programmer	$59.47
D21	Senior Database Management Specialist	$125.15
D22	Database Administrator	$114.79
D23	Database Management Specialist	$80.26
D24	Operations Manager	$119.97
D25	Senior Systems Administrator	$97.05
D26	Systems Administrator	$76.95
D27	Systems Operator	$69.42
D28	Senior Training Specialist	$74.26
D29	Training Specialist	$64.25
D30	Instructional Systems Designer (Lead)	$96.66
D31	Instructional Systems Designer (Intermediate)	$73.44
D32	Help Desk Manager	$88.09
D33	Help Desk Specialist	$58.06
D34	Hardware/Software Specialist	$56.70
D35	Senior Hardware/Software Installation Technician	$69.51
D36	Hardware/Software Installation Technician	$50.94
D37	Senior Network Installation Technician	$67.76
D38	Network Installation Technician	$57.11
D39	Communications Network Manager	$78.30
D40	Communications Specialist	$74.06
D41	Principal Business Process Reengineering Specialist	$76.87

D42	Senior Business Process Reengineering Specialist	$62.88
D43	Cost Analyst	$77.11
D44	Data Standardization Specialist	$74.40
D45	Documentation Specialist	$68.31
D46	Technical Writer/Editor	$57.45
D47	Computer Security Systems Specialist (Lead)	$194.61
D48	Computer Security Systems Specialist (Intermediate)	$148.56
D49	Computer Security Systems Specialist (Associate)	$98.42
D50	Administrative Support and Graphics Specialist	$57.66
D51	Senior Information Technology Expert	$194.82
D52	Software Systems Engineer (Lead)	$195.12
D53	Software Systems Engineer (Intermediate)	$171.24
D54	Software Systems Engineer (Associate)	$152.37
D55	Web Architect	$68.53
D56	Web Designer	$57.83
D57	Senior Business Case Analyst	$87.03
D58	Business Case Analyst	$54.25
D59	Executive Information Technology Consultant	$195.02
D60	Senior Information Technology Consultant	$165.47
D61	Information Technology Consultant	$129.21
D62	Associate Information Technology Consultant	$112.51
D63	Test Engineer (Lead)	$152.43
D64	Test Engineer (Intermediate)	$135.40
D65	Test Engineer (Associate)	$87.97
D66	Configuration Management Specialist (Lead)	$122.19
D67	Configuration Management Specialist (Intermediate)	$103.15
D68	Configuration Management Specialist (Associate)	$85.40
D69	Network Engineer (Lead)	$118.68
D70	Network Engineer (Intermediate)	$101.23
D71	Network Engineer (Associate)	$85.02
D72	Enterprise Communications/Network Manager	$146.89
D73	Network Management Specialist	$97.63
D74	Logistics Analyst (Lead)	$78.30
D75	Logistics Analyst (Intermediate)	$73.74
D76	Logistics Analyst (Associate)	$51.60
D77	Executive Operations Research Analyst	$195.41
D78	Senior Operations Research Analyst	$93.63
D79	Operations Research Analyst	$70.76
D80	Subject Matter Expert (Lead)	$194.61
D81	Subject Matter Expert (Intermediate)	$166.57
D82	Subject Matter Expert (Associate)	$125.87
D83	Proprietary Product Consultant	$195.22
D84	Senior Collaboration Engineer	$91.10
D85	Collaboration Analyst	$78.03
D86	Executive Net-Centric Enterprise Architect	$189.02
D87	Senior Net-Centric Enterprise Architect	$172.32
D88	Net-Centric Enterprise Architect	$96.22
D89	Senior Specialized Technology Training Specialist	$71.90
D90	Specialized Technology Training Specialist	$57.07
D91	Principal Information Assurance Subject Matter Expert	$195.33

D92	Senior Information Assurance Analyst	$194.92
D93	Intermediate Information Assurance Analyst	$168.44
D94	Junior Information Assurance Analyst	$122.56
D95	Capacity Management Specialist (Lead)	$97.67
D96	Capacity Management Specialist (Intermediate)	$74.04
D97	Capacity Management Specialist (Associate)	$63.36
D98	Principal Systems Engineer	$143.30
D99	CTI/VVID Engineer Level 2	$82.98
D100	CTI/VVID Engineer Level 3	$97.63
D101	CTI/VVID Engineer Level 4	$125.47
D102	Principal Network Architect – CTI/VVID Converged Networks	$194.98
D103	Graphic Artist	$63.53
D104	Senior Knowledge Management Specialist	$86.30
D105	Principal Knowledge Management Specialist	$106.04
D106	Senior Service Oriented Architecture (SOA) Consultant	$165.61
D107	Security System Engineer Level 1	$117.28
D108	Security System Engineer Level 2	$134.87
D109	Security System Engineer Level 3	$174.65
D110	Information Assurance/System Security Architect Level 1	$106.96
D111	Information Assurance/System Security Architect Level 2	$138.15
D112	Information Assurance/System Security Architect Level 3	$176.40
D113	Principal Systems Solutions Engineer	$189.50
D114	Senior Staff Systems Solutions Engineer	$164.97
D115	Staff Systems Solutions Engineer	$78.71
D116	Net-Centric Enterprise Security Systems Engineer	$117.76

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 54151ECOM)

1.   SCOPE

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2.   ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3.   INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards

Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and

Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b.   All task orders are subject to the terms and conditions of the contract. In the event of   conflict between a task order and the contract, the contract will take precedence.

7.   PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8.   RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9.   RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10.   ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11.   WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

See manufacturer's warranty.
The warranty shall commence upon the later of the following:

a.   Activation of the user's service

b.   Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s)   to the Contractor as soon as possible but not later than ten (10) working days after notification.

12.   MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13.   TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14.   MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15.   ELECTRONIC COMMERCE SERVICE PLAN

(a)   Describe the electronic service plan and eligibility requirements.

(b)   Describe charges, if any, for additional usage guidelines.

(c)   Describe corporate volume discounts and eligibility requirements, if any.